by personnel who do not hold required and current quality assurance qualifications and certification(s) to perform the work.

(37) Performing any company work without holding required and current quality assurance qualifications and certification(s) to perform that work.

DISCIPLINARY ACTIONS - MAJOR OFFENSES

Committing any Major Offense can result in the following actions being taken:

- First offense – Written final warning notice, written final warning notice and disciplinary suspension, or discharge.
- Second offense – Discharge.

Depending on the circumstances and prior disciplinary record, the disciplinary action may be more or less severe and/or include other actions.

Vought

Dispute Resolution

***Vought Aircraft Industries, Inc. has** established a dispute resolution procedure that provides non-management employees who have completed their assessment period with a means of recourse when they feel they have not been treated in accordance with company policy. The dispute resolution procedure is not available to persons working fewer than 20 hours per week or to temporary employees. Although members of management are not covered by this dispute resolution procedure, they are entitled to an impartial internal, senior management review of issues affecting their employment status. That procedure is explained under "Senior Management Review."*

Before you submit a formal dispute, you and your manager should attempt to solve any issues informally. If this effort fails to resolve your concern, you may obtain advice and assistance from the Customer Support staff in processing a formal dispute.

The following are not subject to the dispute resolution process: informal letters, memos, and verbal counseling; complaints relating to management's right and discretion in counseling, reviewing and documenting an employee's performance; determining the amount and effective date of pay adjustments; and establishing or changing business and personnel policies, practices, rules, and regulations.

To be considered as a dispute under this procedure, the dispute must allege a specific violation of this handbook.

Remedies under this procedure are limited to those that "make the employee whole" with respect to employment status. A "make whole" award includes such considerations as back pay, reinstatement of lost benefits and seniority/company service, reinstatement to a former position, etc. Compensatory and punitive damages are not available remedies.

Customer Support will investigate those disputes not subject to the dispute resolution procedure and provide an appropriate response.

DISPUTE RESOLUTION PROCEDURE (NON-MANAGEMENT)

A dispute is a clear and concise statement or claim by an employee that an express term of this handbook has been violated to his or her disadvantage, along with a statement of the remedy or correction desired. Any dispute must be presented to Customer Support within five working days of the event upon which the dispute is based or within five working days of the date the employee became aware of the event. A dispute will not be considered unless presented within the above time limits.

During the ten working day period following receipt of the dispute Customer Support will attempt to resolve the issue informally before proceeding with the steps listed below. If the issue cannot be resolved within that period, Customer Support will assist you in preparing a formal Dispute Notice. A Grievance Notice must be in writing and must clearly and concisely set forth what provision(s) of this handbook has been violated, how that violation has worked to your disadvantage, and what remedy or correction is desired.

PEER REVIEW PANEL

Disputes that result in First and Second Warning Notices that are not resolved within the ten working day period will be submitted to a Peer Review Panel for resolution.

The senior site Human Resources manager (or designee) serves as a non-voting Chairperson of the panel, and is responsible for assembling an individual panel for any dispute, chairing the appeal hearing, and providing process and policy guidance to the peer review panelists.

A Peer Review Panel is a body of three employees (one manager, one non-management exempt employee, and one non-exempt employee) selected to hear a particular dispute. Peer Review Panelists are selected at random from the general population and serve for a period of one year. Each member has one vote and the majority prevails in resolving any individual dispute.

Customer Support will forward a copy of your Dispute Notice, along with all supporting documents you wish to be considered, to each member of the Peer Review Panel prior to the hearing. You are encouraged to appear at the hearing. Your Customer Support Representative will assist you in preparing for the hearing, and will also accompany you to the hearing to assist you through the process.

The Peer Review Panel will issue its decision in writing within ten working days following the hearing. Should additional time be required, you will be notified. A signed copy of this decision will be delivered to you by the Customer Support Representative or mailed to your address of record. Decisions of the Peer Review Panel are final and binding.

ADMINISTRATIVE OFFICER REVIEW

All other disputes (other than First and Second Warning Notices) that are not resolved within the ten working day period described above will be submitted to an Administrative Officer for resolution. The Administrative Officer is normally a senior manager within your organization who has not been involved in the complaint.

Within ten working days of the date of the Dispute Notice, Customer Support will arrange a meeting(s) between you, your Administrative Officer, and your Customer Support Representative to discuss the dispute in an effort to reach a mutually satisfactory result. If the matter is not satisfactorily resolved in the meeting(s), the Administrative Officer will, within ten working days after the date of the final meeting, issue a written decision. Should additional time be required, you will be notified. A signed copy of this decision will be delivered to you by your CSR or mailed to your address of record.

MANAGEMENT APPEALS COMMITTEE

If you are not satisfied with the Administrative Officer's decision, you may appeal to the Management Appeals Committee by filing a Notice of Appeal. Your appeal must be presented to Customer Support within five working days after receiving the Administrative Officer's decision. You may obtain assistance from your CSR in preparing the Notice of Appeal. Reasons for the appeal must be stated in a clear, concise manner.

Customer Support will forward a typewritten copy of the Notice of Appeal, along with all documents pertinent to the proceeding, to each member of the Management Appeals Committee prior to the hearing to review your dispute. You are encouraged to appear at the hearing. Your CSR will assist you in preparing for the hearing, and will also accompany you to the hearing to assist you through the process.

The Committee consists of a senior site line executive, the senior site Human Resources manager, and the Human Resources Vice President, or their designees.

The Committee will issue its decision in writing within ten working days after the final meeting regarding your appeal. Should additional time be required, you will be notified. A signed copy of the decision will be delivered to you by your CSR or mailed to your address of record.

ARBITRATION

If the dispute has been properly processed through the various steps of this procedure, you may appeal decisions of the Management Appeals Committee to private arbitration.

To appeal the Committee's decision, submit a clear, concise written statement of the issues to be resolved by the arbitrator, and the desired remedy. The appeal must be delivered to Customer Support within five working days after the Committee's decision is received. An arbitrator chosen by you and the company will consider the appeal.

If you and the company are unable to agree upon an arbitrator, the company will request from an appropriate source a list of seven persons from which an arbitrator will be chosen. Either party may request new lists if the listed arbitrators are unacceptable to one of the parties.

Once an agreed-upon list has been obtained, the arbitrator shall be selected by alternately striking names from the list until only one name remains. The employee will strike the first name. Unless otherwise agreed to by Customer Support, selection of the arbitrator must take place within 60 calendar days after the date of your appeal to arbitration, or your dispute will be considered closed.

If you choose to arbitrate your dispute, you agree that the remedy, if any, ordered by the arbitrator will be your only remedy as to matters that are or could have been raised by the dispute. You also agree that the arbitrator's decision will be final and binding upon you and the company. Prior to the commencement of the arbitration, both you and the company will sign a submission agreement confirming these features of the arbitration.

The arbitrator's function is to determine whether company policies, practices, rules, or regulations have been complied with in the case of your dispute. In fulfilling this function, the arbitrator may interpret such policies, practices, rules, or

regulations, but the arbitrator will have no power to change them or to limit in any manner management's authority to establish or revise such policies, practices, rules, or regulations, as it considers advisable.

The arbitrator will be requested to render a decision within 30 days after the hearing is concluded and briefs, if any, are submitted. The company will pay the arbitrator's cost but will not be responsible for the cost of a stenographer, court reporter, employee's representative, or outside counsel employed by the employee.

SENIOR MANAGEMENT REVIEW

As stated in the preceding General Section, members of management are entitled to an impartial, internal, senior management review of issues affecting their employment status. This review is the only formal appeal step available to members of management, and decisions of the senior management panel are not subject to arbitration.

As a member of management, you may discuss your job concerns with the Customer Support organization or senior level Human Resources manager at your site at any time. With respect to this formalized procedure, however, you may raise only the following issues for senior management review.

- Discharge - This category also includes constructive discharges that are management-initiated, involuntary terminations (e.g., when an individual is given the alternative of quitting or being discharged, or when management has created an environment under which no reasonable person could continue to be employed.)
- Discrimination - Any allegation of discrimination or harassment against a manager by Vought Aircraft Industries, Inc. may be processed by the aggrieved manager under this procedure, providing that such allegation, if found to be true, would be actionable under Federal or State law.
- Disciplinary action - Any reduction in salary or salary grade imposed as discipline, disciplinary suspension, or written reprimands or warning notices intended for inclusion in a manager's personnel folder, may be the subject of this procedure.
- Retaliation - Any allegation that a detrimental action has been taken by management in retaliation against the aggrieved manager for the conscientious exercise of his or her rights or responsibilities under Vought policy, State or Federal statute or regulation.

ACTIONS NOT SUBJECT TO APPEAL UNDER THIS PROCEDURE

As a member of management, you may not appeal the following subjects under this procedure:

- Eligibility for, participation in, or amounts granted under performance or incentive bonus plans, employee benefit plans, stock grants or perquisite programs.
- Performance reviews, the comments contained in performance reviews, and the granting or withholding of salary increases.
- Selections for promotion within management.
- Labor grade change as a result of job evaluation or organizational restructuring.
- Loss or denial of security clearance.
- Cases where investigation has shown that theft, fraud, or other criminal act involving company funds, property, policy or procedure has occurred.
- Cases where the same claim has been filed in a court of competent jurisdiction.

Remedies under this procedure are limited to those that "make the employee whole" with respect to employment status. A "make whole" award includes such considerations as backpay, reinstatement of lost benefits and seniority/company service, reinstatement to a former position, etc. Compensatory and punitive damages are not available remedies.

THE STEPS TO DISPUTE RESOLUTION

STEP	TIMING	ACTION
1. Talk with Your Manager	As soon as possible, but within 5 working days of the date you become aware of the issue	Meet and work with your manager to discuss the issue. If the issue is not resolved or if discussing the issue with your manager is not possible, proceed to step 2.
2. Contact Your Customer Support Representative	Within 5 working days of an event or of date you become aware of the issue.	Notify your CSR about the issue.
	During the 10 working days after you notify your CSR.	Work with the CSR to resolve the issue.
	If not resolved to your satisfaction, proceed to step 3.	
3. File a Formal, Written Dispute Notice	When attempts at informal resolution (steps 1 & 2) have been unsuccessful.	With the help of your CSR, prepare a clear and concise written statement of the issue.
		If the issue involves a First or Second Warning Notice, proceed to step 4. For all other issues proceed to step 5.
4. Peer Review Panel	Within 10 working days after preparing your written appeal.	Meet with the Peer Review Panel (a body of three employees and your CSR).
	Within 10 working days of the Peer Review Panel meeting.	Receive a written decision from the Peer Review Panel.
		End of Process

STEP	TIMING	ACTION
5. Administrative Officer Review	Within 10 working days following your written appeal.	Meet with the Administrative Officer (normally a senior manager within your department who is not involved in the complaint).
	Within 10 working days of the Administrative Officer's final meeting to address your dispute.	Receive a written decision from the Administrative Officer.
		If not resolved to your satisfaction, proceed to step 6.
6. Appeal to the Management Appeals Committee	Within 5 working days after receiving the decision from the Administrative Officer.	File a notice to appeal the Administrative Officer decision with your CSR.
	When scheduled.	Meet with the Management Appeals Committee and your CSR.
	Within 10 working days of the Management Appeals Committee's final meeting to address your dispute.	Receive a written decision from the Management Appeals Committee.
		If not resolved to your satisfaction, proceed to step 7.
7. Appeal to Arbitration	Within 5 working days after receiving the Management Appeals Committee decision.	Appeal the Management Appeals Committee decision by filing an appeal with your CSR.
	Within 60 calendar days of your appeal to arbitration.	Agree, in writing, to the binding nature of your arbitration and work with your representative and the company to select an arbitrator.
	When scheduled.	Present your case during the arbitration hearing.
	Within 30 calendar days following the arbitration hearing.	Receive a written decision from the arbitrator.
		End of Process

CORRECTIVE ACTION

Name: (b) (6), (b) (7)(C) Department: [redacted]

Date of Incident: [redacted] 2008 Employee # (b) (6), (b) (7)(C)

Action Taken			
(Step 1) First Written Warning	(Step 2) Second Written Warning	(Step 3) Final Written Warning/Suspension	(Step 4) Discharge
			X

Standards of Conduct and/or Rule Violation:

Violation of major offense(s): 1. (#3) Gross negligence in performing duties. 2. (#8) Falsifying, altering, or omitting pertinent information on any company records, giving false replies, statements or testimony to official company representatives, or refusing to provide necessary or truthful information in a matter relating to company activities, business affairs, and like matters.

Nature of Incident:

On (b) (6), (b) (7)(C), 2008 while operating the Mandrel Manipulator in Cell 60 you caused the release of a fuselage segment which fell 8 to 10 feet resulting in a serious safety incident.

Manager's Comments:

We believe you have been untruthful in your testimony by insisting that you were operating in the Manual mode despite objective evidence to the contrary, and were grossly negligent in the operation of the Mandrel Manipulator on Cell 60. Therefore, for these reasons combined with the severity of this incident and your previous disciplinary history the Company has made the decision to terminate your employment. Prior disciplinary history includes:

- [redacted]/07 Note to file – Not following Engineering Planning
- [redacted]/07 Note to file - Verbal Warning for leaving the work area & use of cell phone
- [redacted]/07 First Written Warning – Violation of General Standards of Conduct #20 & #22
- [redacted]/08 Second Written Warning – Violation of Major Standards of Conduct #3

Employee's Comments:

Depending on the circumstances and prior disciplinary record, the disciplinary action may be more or less severe and/or include other actions.

If performance does not improve or if you have another violation and/or incident, you will be subject to further action under the Corrective Action Process up to and including termination.

Requested Union Representation: Yes_____ No_____

(b) (6), (b) (7)(C) [redacted]/08

Employee Date Supervisor Date

(b) (6), (b) (7)(C) [redacted]/08 (b) (6), (b) (7)(C) [redacted]/08

Date Date

(b) (6), (b) (7)(C) [redacted]08

Director (Step 2-4) Date

[redacted] WAS ATTENDING SHOP STEWARD [redacted]

INVESTIGATION SUMMARY REPORT
Cell 60 Incident - (b) (6), (b) (7)(C) 2008

Overview

- On (b) (6), (b) (7)(C) 2008 (b) (6), (b) (7)(C) was operating the Mandrel Manipulator on Cell 60 when a loaded segment was released and fell approximately 8 -10 feet, landing in the pit area. (b) (6), (b) (7)(C) was working with (b) (6), (b) (7)(C) on this assignment. Both employees were sent for drug and alcohol test on (b) (6), (b) (7)(C), 2008. Test results were negative.

- The plant was hosting a site health and wellness event on this day, which included an open house complete with plant tours. At the time of this incident (b) (6), (b) (7)(C), was present and in the area along with several members of (b) (6), (b) (7)(C) family. (b) (6), (b) (7)(C) was escorted by (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) These individuals were standing approximately 15-20 feet from the Mandrel Manipulator zone when the incident occurred. There were no injuries to any employees or visitors.

Roster/Background Information

- (b) (6), (b) (7)(C) has a hire date of (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) is employed as a (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

- (b) (6), (b) (7)(C) has a hire date of (b) (6), (b) (7)(C) and is employed as a (b) (6), (b) (7)(C) (b) (6), (b) (7)(C).

- (b) (6), (b) (7)(C) has a hire date of (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) is employed as a (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

- (b) (6), (b) (7)(C) has previously been warned and or disciplined on the following dates:

  - (b) (6), (b) (7)(C) 2007: issued a Documentation of Discussion for not following Engineering Planning instructions.
  - (b) (6), (b) (7)(C) 2007: issued a verbal warning for leaving the work area and using (b) (6), (b) (7)(C) cell phone in the Autoclave.
  - (b) (6), (b) (7)(C) 2007: issued a 1st Written Warning for violating Standards of Conduct #20 and # 22 – "Creating, encouraging or participating in disorder…". And "Threatening, intimidating, coercing, harassing or interfering with any employee……", respectively.
  - (b) (6), (b) (7)(C) 2008: issued a 2nd Written Warning for violating Standard of Conduct # 3 – *Substandard, careless or inefficient work.*

- (b) (6), (b) (7)(C) has no disciplinary warnings in (b) (6), (b) (7)(C) file.

- Initial investigation and response by (b) (6), (b) (7)(C), involved removing the computer interface from the Cell 60 machine. A screen print was captured and an event log report was run. Analysis of this information revealed that the machine had been in Auto-Sequence mode instead of Manual mode at the time the mandrel segment was released. The Auto-Sequence commands chosen by (b) (6), (b) (7)(C) when operating the equipment caused all four grippers to release at once, which led to the segment being dropped. The machine properly responded to the commands given and operated as designed.

- The day before the incident, the machine had been serviced and had a faulty amplifier replaced. This part is unrelated to the incident that occurred on (b) (6), (b) (7)(C) The system was checked before being put back into service and it operated properly. Second shift operators used the machine to load segments after the repair and there were no problems.

- On Thursday, June 26, 2008, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), met with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) individually and interviewed them to gain a better understanding of the events leading up to the incident. (b) (6), (b) and (b) (6), (b) (7)(C) were represented by Joe Greaser, IAM Grand Lodge Representative and (b) (6), (b) (7)(C). The Union representatives, together with their (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) were given a tour of the equipment and examined the mandrel, the computer interface and the surrounding area.

- Based upon the facts gathered through this investigation, it appears this incident was the result of operator error.

Investigation

The following is a summary of the interviews with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C):

(b) (6), (b) stated that (b) (6), (b) work instruction for the day was to install the upper right segment of the fuselage and that (b) (6), (b) (7)(C), had asked (b) (6), (b) to electronically record every move for the new program. (b) (6), (b) testified that (b) (6), (b) (7)(C) had instructed (b) (6), (b) on how to perform this task, but (b) (6), (b) could not remember how and therefore did not attempt to record (b) (6), (b) moves. (b) (6), (b) stated that (b) (6), (b) operated the Mandrel in the manual mode and never operated in the Auto-Sequence mode.

In response to a line of questioning concerning how operators receive work instructions (b) (6), (b) stated that they receive instructions through MES. (b) (6), (b) (7)(C) clarified this to Joe Greaser by explaining this was standard aviation planning. When questioned on the instruction sheet MPCD 208-13-259, (b) (6), (b) testified that this was located on the computer screen and that you had to pull it up to read it and that it was part of the planning (the MPCD also explains how the operation is to be performed). (b) (6), (b) further stated that (b) (6), (b) did not read it very often because (b) (6), (b) already knew what to do and that (b) (6), (b) had trained many people. When asked if (b) (6), (b) knew the MPCD was revised in May 2008, (b) (6), (b) responded that (b) (6), (b) did.

When questioned on how often (b) (6), (b) had performed the task of installing fuselage segments with the Mandrel Manipulator, (b) (6), (b) responded that (b) (6), (b) was one of the first operators to operate the Manipulator and had worked with the OEM manufacturer. (b) (6), (b) stated that (b) (6), (b) had performed this task "over two hundred times".

(b) (6), (b) was asked specifically if (b) (6), (b) was operating in the Auto-Sequence mode. (b) (6), (b) first responded that (b) (6), (b) was in the manual mode and was not in the automated mode when the release happened. (b) (6), (b) then explained that was raising the boom when the release occurred in automatic sequence. (b) (6), (b) explained that (b) (6), (b) entered a command to move the boom up 24 inches. After that, (b) (6), (b) (7)(C) moved the cart, and all four arms released shortly thereafter. When asked for clarification on being in automatic sequence mode, (b) (6), (b) then asserted that (b) (6), (b) was in the manual mode and never left the manual mode and further stated that (b) (6), (b) was not able to move the operation from the manual mode to the automatic sequence mode. (b) (6), (b) was adamant that (b) (6), (b) operated the Manipulator in manual mode and did not perform any functions in the auto-sequence mode. When questioned if (b) (6), (b) was ever instructed to work outside of manual mode, (b) (6), (b) stated that on Cell 130 they work outside of manual mode, but not on Cell 60. (b) (6), (b) explained that (b) (6), (b) (7)(C) was still programming

the sequence mode and that [redacted] knew that the sequence mode was not ready. Furthermore, [redacted] admitted that [redacted] knew that [redacted] was not to operate in the sequence mode until [redacted] was instructed by [redacted]

When presented with a copy of the tape screens showing that [redacted] was in fact operating in the auto-sequence mode at the time of the release, [redacted] insisted that [redacted] never went into the auto-sequence mode. [redacted] did acknowledge that the tape screens showed [redacted] was in auto-sequence mode and that all the moves had [redacted] name associated with them because [redacted] was logged into the computer at the time. When asked for an explanation of this discrepancy, [redacted] response was that [redacted] did not know, but [redacted] believed there was a glitch in the system.

[redacted] commented that the touch screen computer had been removed from the operator station after the incident. [redacted] explained that the touch screen computer was removed so that the event history could be downloaded and the equipment tested.

When asked if there was anything else that [redacted] would like to share, [redacted] responded that there are problems on the machines and have been for a year and a half and described problems on Cell 130. [redacted] stated that it was difficult to move the bridges because it took three people to move one manually. This issue is unrelated to the Cell 60 incident that occurred on [redacted] [redacted] issues with Cell 130 stemmed around the hoist and boom action. [redacted] described the movements as "jerky" and stated something was wrong because it did not operate smoothly. Again, these issues were not related to the incident in question.

A subsequent meeting was held with [redacted] confirmed that [redacted] was at the operator station and was the operator although [redacted] did not see what steps [redacted] was performing. On this day, [redacted] positioned the cart holding the segment under the boom and verbally guided [redacted] as [redacted] positioned the boom and grippers over the segment in preparation for picking the segment up. [redacted] stated the boom grasped and lifted the segment and [redacted] removed the cart and walked back under the suspended load and was standing a couple feet behind [redacted] when all four mandrel clamps released and the load was released, crashing to the ground. [redacted] admitted to walking beneath the suspended load. When questioned if [redacted] knew that was a safety violation [redacted] stated "I know that now". [redacted] also stated that it would never happen again. [redacted] observed that all 4 clamps were properly clamped prior to being released.

Summary

Objective evidence obtained through examination of the machine, the computer, and the event logs show that the machine was in the Auto-Sequence mode and that [redacted] was the operator at the time of the release. In addition, the tape shows that [redacted] was first operating in the Manual position and then executed steps in the Auto-Sequence mode that caused all 4 grippers to release at the same time. The machine was clearly in the Auto-Sequence mode at the time of the release. [redacted] admitted [redacted] knows the difference between Manual and Auto-Sequence mode and knows [redacted] is not authorized to operate the Mandrel Manipulator in Auto-Sequence mode.

In a subsequent meeting with IAM safety representatives, [redacted] clearly demonstrated the sequence of moves and recreated the screen moves that were made resulting in the release. The Manipulator performed as instructed. Release of multiple grippers cannot be performed manually; only in Auto-Sequence mode could a single command release all grippers at once.

[redacted] has a recent history of workplace infractions and is currently on a Step 2 Written Warning. As outlined in the Standards of Personal Conduct and Disciplinary Procedures, committing successive offenses will result in the next step of discipline, up to and including discharge. In this instance, [redacted] is either mistaken about being in Manual mode during the entire operation, which indicates extreme incompetence in performing [redacted] duties that led to a serious incident, or [redacted] knows [redacted] was in Auto-

Sequence mode and is intentionally misleading management about [redacted] true actions during the incident. We believe this to be the latter. This incident would be considered a Major Offense of rule #3 "gross negligence in performing duties and infraction of rule #8 "falsifying, altering, or omitting pertinent information on any company records, giving false statements…"

Completed by:
(b) (6), (b) (7)(C)
[redacted] 2008

.....

DISCIPLINARY DECISION

Based on the foregoing information and evidence, and in consultation with members of senior management, Human Resources, Safety, and legal counsel, the termination of [redacted] employment is considered the correct form of discipline for this major and most serious offense.

This decision is based upon a careful review of [redacted] past work and disciplinary history, the seriousness of this incident, the site's commitment to creating a culture of safety in the workplace and [redacted] insistence that [redacted] was operating in Manual mode when all objective evidence is to the contrary, which indicates that [redacted] is trying to cover up [redacted] unauthorized and grossly negligent actions during the incident. [redacted] unwillingness to take any personal responsibility for this incident makes it more likely that [redacted] will engage in similar unsafe behavior in the future, which creates unacceptable risks for this Company and its employees if he continues to be employed.

Signed:
(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

[redacted] - 2008
Date

Approved:
(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
[redacted]

[redacted] /08
Date

op080621.txt - Notepad

File Edit Format View Help

```
07:55:57 (b) (6),    ---  A2 X   -0.0300 ; .
07:56:06 (b) (7)  MANDLER Linear Move Started: ---
07:56:06 (C)         --- Feedrate = 100 ---
07:56:06             ---  ---
07:56:06             ---  A2 X   -0.0300 ; .
07:56:24          MANDLER Linear Move Started: ---
07:56:24             --- Feedrate = 100 ---
07:56:24             ---  A2 Z    0.3000 ; ---
07:56:24             ---  .
07:56:46          MANDLER Linear Move Started: ---
07:56:46             --- Feedrate = 100 ---
07:56:46             ---  A2 Z    0.0600 ; ---
07:56:46             ---  .
08:01:15          MANDLER Section Move Started X=   0.0000, Y=   0.0000, Z=  -2.0000
08:01:54          MANDLER Tower Z Move Started: ---
08:01:54             --- Feedrate = 100 ---
08:01:54             ---  MH Z    3.0000; ---
08:02:16          MANDLER Tower Z Move Started: ---
08:02:16             --- Feedrate = 100 ---
08:02:16             ---  MH Z    3.0000; ---
08:02:41          MANDLER Tower Z Move Started: ---
08:02:41             --- Feedrate = 100 ---
08:02:41             ---  MH Z   10.0000; ---
08:03:49          MANDLER Section Move Started X=   0.0000, Y=   0.0000, Z=  -2.0000
08:04:39          MANDLER Section Move Started X=   0.0000, Y=   0.0000, Z=  -2.0000
08:05:40          MANDLER Linear Move Started: ---
08:05:40             --- Feedrate = 100 ---
08:05:40             ---  A2 Z    0.0600 ; ---
08:05:40             ---  .
08:06:01          MANDLER Linear Move Started: ---
08:06:01             --- Feedrate = 100 ---
08:06:01             ---  A1 Z    0.0300 ; ---
08:06:01             ---  .
08:06:29          MANDLER Linear Move Started: ---
08:06:29             --- Feedrate = 100 ---
08:06:29             ---  A2 Z    0.0100 ; ---
08:06:29             ---  .
08:06:46          MANDLER Section Move Started X=   0.0000, Y=   0.0000, Z=  -2.0000
08:06:59          MANDLER Section Move Started X=   0.0000, Y=   0.0000, Z=  -2.0000
08:07:06          MANDLER Section Move Started X=   0.0000, Y=   0.0000, Z=  -2.0000
08:07:27          MANDLER Linear Move Started: ---
08:07:27             --- Feedrate = 100 ---
08:07:27             ---  A2 Z   -0.0100 ; ---
08:07:27             ---  .
08:07:40          MANDLER Section Move Started X=   0.0000, Y=   0.0000, Z=  -2.0000
08:08:26          MANDLER Section Move Started X=   0.0000, Y=   0.0000, Z=  -2.0000
08:10:38          User Msg: Profile Record Mode Toggled ON
08:10:46          User Msg: Profile Record Mode Toggled OFF
08:11:16          Seq Step: 'MOVE BOOM TO CLEAR POSITION' Skipped
08:11:16          Clear Boom Move Skipped and Tower NOT in Position
08:11:19          Seq Step: 'BRIDGE LOCATION & LOCK STATUS' Skipped
08:11:25          Seq Step: 'VERIFY SEGMENT TME IN PLACE' Skipped
08:11:28          User Msg: Ready to grip retrig
08:11:34          User Msg: Grip was completed with success
08:11:34          User Msg: Load Move: Release Grips completed
08:11:34          User Msg: Load Move: Load cells set
08:11:35          User Msg: Load Move: Ready to Start Move
08:11:35          User Msg: Load Move: Ready to Start Move
08:11:35          User Msg: Load Move: Ready to Start Move
08:11:35          User Msg: Load Move: Ready to Start Move
08:11:35          User Msg: Load Move: Ready to Start Move
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08:11:36          User Msg: Load Move: Ready to Start Move
08:11:36          User Msg: Load Move: Ready to Start Move
08:11:36          User Msg: Load Move: Ready to Start Move
08:11:36          User Msg: Load Move: Ready to Start Move
```

** The time stamp shown is not converted for daylight savings.

Log File for (b) (6), (b) (7)(C) 2008

International
Association of
Machinists and
Aerospace Workers

9000 Machinists Place
Upper Marlboro, MD 20772-2687

Area Code 301
967-4500

From the desk of:
Joseph S. Greaser
Grand Lodge Representative
2510 Park Summit Blvd.
Apex, NC 27523
Cell 214-695-8569
Fax 919-468-8489
jgreaser@iamaw.org

July 16. 2008

Via E-Mail [redacted]*@voughtaircraft-sc.com*

[redacted]
Vought Aircraft Industries
3455 Airframe Drive, Bldg. 100
N. Charleston, SC 29418

Sub; [redacted] Termination

Dear [redacted]

As you know, the International Association of Machinists and Aerospace Workers (the "IAM") is the certified collective bargaining representative of a unit of employees at Vought Aircraft Industries ("Vought" or the "Company") in North Charleston, South Carolina. In accordance with our legal duty to represent Vought employees, please find attached an Alternate Dispute Resolution form on behalf of and thru the referenced employee.

As was previously stated in past meetings and until further notice, I am the Representative of record for [redacted] and the IAM concerning this matter. All further communication and correspondence on this matter should be directed to my attention. Further please be informed that your original letter to [redacted] dated [redacted] 2008 has not been received to date by [redacted]. [redacted] proper address is [redacted]

Further, The Union at this time demands a copy of all documentation used in the Company's determination to dismiss [redacted] Please forward this information to my attention as soon as possible.

If there is anything further required for the ADR process please contact me immediately. I look forward to your prompt attention and response.

Sincerely yours,

Joseph S. Greaser
Grand Lodge Representative

cc: (b) (6), (b) (7)(C)
Legal
(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
(b) (6), (b)

International
Association of
Machinists and
Aerospace Workers

9000 Machinists Place
Upper Marlboro, MD 20772-2687

Area Code 301
967-4500

CO Vought Aircraft

July 14, 2008

Subj: Safety Concerns

Via E-Mail [redacted]*@voughtaircraft-sc.com*

(b) (6), (b) (7)(C)
[redacted]
Vought Aircraft Industries
3455 Airframe Drive, Bldg. 100
N. Charleston, SC 29418

Dear [redacted]

As you know, the International Association of Machinists and Aerospace Workers (the "IAM") is the certified collective bargaining representative of a unit of employees at Vought Aircraft Industries ("Vought" or the "Company") in North Charleston, South Carolina. In accordance with our legal duty to represent Vought employees, we are in the process of investigating an incident that occurred on [redacted] 2008, general safety concerns regarding working conditions at the facility, and the discharge of an IAM-represented employee, [redacted]

I am writing at the request of IAM Grand Lodge Representative ("GLR") Joseph Greaser to confirm the IAM's agreement to keep and preserve in strict confidence all technical and proprietary information which may be disclosed in the course of the IAM's forensic examination of the pendant touch screen computer on the Mandrel Manipulator involved in the [redacted] 2008 accident, as well as the other Mandrel Manipulator located at this facility for comparison purposes. In addition to the forensic examination described above, we also request copies of the event logs maintained in connection with this equipment for the period twenty (20) days prior to the [redacted] incident to the present.

I believe you are aware that IAM experts are on site this morning, and we, therefore, will appreciate your immediate attention to these matters. If you require a particular form of

confidentiality agreement or any further assurances, please contact me promptly so that we may complete our investigation.

Thank you, in advance, for your anticipated cooperation.

Sincerely yours,

Allison Beck

Allison Beck
GENERAL COUNSEL

AB/[redacted]

cc: [redacted]
Greaser
[redacted]

International Association of Machinists and Aerospace Workers

From the desk of:
Joseph S. Greaser
Grand Lodge Representative
2510 Park Summit Blvd.
Apex, NC 27523
Cell 214-695-8569
Fax 919-468-8489
jgreaser@iamaw.org

9000 Machinists Place
Upper Marlboro, Maryland 20772-2687

Area Code 301
967-4500

June 25, 2008

Mr. Dave Whitney
Director Human Resources & Administration
P.O.Box 655907
Dallas, TX 75265
Mail Stop 220-01

Via e-Mail

Dear Mr. Whitney,

In follow up to our verbal request during negotiations, we are requesting the following information, via –e-Mail message as agreed to, relative to the IAM bargaining unit in North Charleston, SC. We feel this data is essential to bargain intelligently on the issues in our negotiations and the representation of our membership. Please forward this data as soon as possible to me via e-mail if possible.

The data needed from Plant opening to date is as follows:

1. OSHA Form 300 log
2. OSHA Form 300A log
3. Any and All Accident and Injury reports not covered above.

If there are any questions regarding the above request, please notify me as soon as possible. Thank you in advance for your timely assistance.

Sincerely,

Joseph S. Greaser

cc: (b) (6), (b) (7)(C)
Safety Dept
(b) (6), (b) (7)(C)

International
Association of
Machinists and
Aerospace Workers

9000 Machinists Place
Upper Marlboro, Maryland 20772-2687

Area Code 301
967-4500

From the desk of:
Joseph S. Greaser
Grand Lodge Representative
2510 Park Summit Blvd.
Apex, NC 27523
Cell 214-695-8569
Fax 919-468-8489
jgreaser@iamaw.org

June 27, 2008

Via E-Mail and Hand Delivery
(b) (6), (b) (7)(C)
[redacted]
3455 Airframe Dr, Bldg 100
N. Charleston, SC 29418

Dear (b) (6), (b) (7)(C)

I am writing on behalf of the International Association of Machinists and Aerospace Workers (IAM) and the employees we represent at the Vought Aircraft Industries facility in North Charleston, South Carolina. As you know, on Saturday, June 21, 2008, there was a serious accident at this facility involving the Mandrel Manipulator in Cell 60. This machine failed during a normal lift of a heavy piece of equipment, causing the part to fall to the floor and nearly striking several employees. Had employees been struck, there is no question that we would be dealing with serious injuries or even fatalities. In view of the gravity of this matter, we are writing to request answers to the following questions at the earliest possible moment:

1. What steps has the Company taken to ensure that the machine in question has been taken out of service, cordoned off, and marked with signs or tape in accordance with applicable regulations? Have OSHA lockout/tagout procedures been implemented and is there a published Company policy/procedure for such?

2. Please provide copies of all inspection, maintenance, and repair records for the two Mandrel Manipulators, including their computerized controls, and any upgrades or revisions to these computers, their hardware, software, and programs. since the start of Vought operations in North Charleston.

3. What steps is the Company taking to determine the cause of the failure on this particular piece of equipment? In this regard, it was clear from our on-site meeting on Thursday, June 26, 2008, that your Mechanical Engineer was uncertain about many of the computer functions on the Mandrel Manipulators. Since the functioning and operation of the computer could have played a role in this accident, we request another meeting, as soon as possible, with an IAM computer expert and the same group of individuals from the Company and the Union who met today.

4. What type of additional preventative maintenance and testing is planned for all Company equipment that is utilized by IAM-represented employees? What, if any, additional safety training is contemplated for managers, supervisors, and employees?

5. What steps are being taken to ensure compliance with all applicable federal and state occupational safety and health requirements including, but not limited to, guarding, walking/working surfaces, trip hazards, audio and visual warnings, means of egress in emergency situations, etc?

In addition to answers to these questions, we would like assurances that no employee will be assigned to the machine involved in this accident until your investigation has been completed and you are able to certify that the machine poses no further threat of imminent danger. We also request a face-to-face meeting in the facility prior to resuming any use of this machine.

Let me also take this opportunity to remind you that the IAM has a nationally regarded and highly respected safety and health program, which receives government grants to conduct safety training throughout this country. It is one of the most important benefits we provide to IAM-represented employees and to the employers with whom we have collective bargaining relationships. We look forward to working cooperatively with Vought to help ensure a safe and productive workplace.

Thank you for your prompt attention to this most serious matter.

Sincerely,

Joseph S. Greaser
Grand Lodge Representative

cc: (b) (6), (b) (7)(C)
Legal Dept
Safety Dept
(b) (6), (b) (7)(C)

Vought Aircraft Industries, Inc.
3455 Airframe Dr., Bldg. 100
North Charleston, SC 29418

Phone: 843-789-8000

July 1, 2008

VIA FACSIMILE & U.S. MAIL

Joseph S. Greaser
Grand Lodge Representative
2510 Park Summit Boulevard
Apex, North Carolina 27523

Re: Vought Aircraft

Dear Mr. Greaser:

I am writing on behalf of Vought Aircraft in response to your letter of Friday, June 27, 2008, regarding the incident at our facility on (b) (6), (b) (7)(C) 2008. We appreciate your concerns and we can assure you of our commitment to the safety of our employees. We are presently gathering information responsive to your various requests and preparing a complete response to your letter. In the interim, I wanted to respond immediately to several points raised in your letter.

Following the events of Saturday, (b) (6), (b) (7)(C) 2008, we began a review of the facts and circumstances in Cell 60 involving the Mandrel Manipulator. After a thorough review, we have determined that the equipment involved is safe to operate and does not need to be removed from service. We are not aware of any contrary information, nor of any problems with its operation since that time.

Among other actions, we have reminded all employees of our longstanding work rule against being under any suspended load being moved in the facility and to remain aware of their surroundings and the work going on around them.

We should have the information which you requested available in the next couple of days. After you have received and reviewed the information we can discuss setting up a meeting to review the computer functions of the Mandrel Manipulator again. It is unfortunate that the group that was at the facility on Thursday, June 28 did not fully understand the explanations provided by our mechanical engineer. At the conclusion of that review, we did not understand there to be any remaining unanswered questions. Hopefully a further meeting will answer any additional questions you may have.

Since(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
Human Resources Manager

GRIEVANCE NOTICE

Vought Aircraft Industries, Inc.

TO: (ADMINISTRATIVE OFFICER) (b) (6), (b) (7)(C), Vought Aircraft Charleston, SC				CASE NO. (b) (6), (b) (7)	
				DATE (b) (6), (b) (7)(C) 2008	
FROM: (EMPLOYEE'S LAST NAME) (b) (6),	(FIRST) (b) (6), (b) (7)(C)	(MIDDLE) (b) (6	DEPT. NO./UNIT (b) (6), (b) (7)(C)	SHIFT 1st	EMPLOYEE NO. (b) (6), (b) (7)(C)

A. State what has or has not occurred which causes you to feel you have not been treated fairly.

I was terminated for "gross negligence in performing duties" in connection with an industrial accident on (b) (6), (b) (7)(C) 2008, when the Mandrel Manipulator that I was operating malfunctioned. I was operating the machine appropriately and was not at fault.

The second reason given for my termination was for giving false testimony in conjunction with the company's investigation of the accident. The testimony I gave was truthful.

My termination was also based on alleged prior offenses on (b) (6), (b) (7)(C) 2007 and (b) (6), (b) (7)(C) 2008 that are still under review and not final. It is unfair to use them.

See Attached for further information.

B. Briefly state your reason for the belief as stated in "A".

- I have at no time reported other than factual information about the incident on or about (b) (6), (b) (7)(C) My statements about the incident are corroborated by other witnesses.
- I have on several occasions, and including the evening before the incident on or about (b) (6), (b) (7)(C) brought to the attention of Company official's problems with the equipment in use and other items in the workplace.
- On the day in question I was following the direction of Management and Engineering personnel.
- There have been a number of continued problems with the Manipulator and in specific the grippers which on regular occasion I have reported deficiencies.
- I have had on several occasions members of Vought Management make disparaging remarks about our union and my involvement.

C. State the desired remedy which you feel would rectify your existing situation.

I should made whole, including reinstatement with full back pay and benefits. The problems with the Mandrel Manipulator should be fully diagnosed and rectified along with other safety issues that I have brought to the company's attention.

Employee Signature

A. Continued from previous page;

My termination was unjustified for the reasons just given and was in violation of the following portions of the Vought Employee Handbook:

- Page 50, which requires that the company have "reasonably established that you have committed an offense or violated a company regulation . . ." The company has not established that I committed any infractions, because I did not.

- Page 9, which states that "If you observe unsafe or unhealthful working conditions, report them to your manager immediately." The machine I was working on malfunctioned and is unsafe. When I told what happened, I got fired.

- Page 9, which states that "working safely . . . is a condition of employment" and that "Vought is committed to becoming an injury-free workplace." Vought has not addressed the real problems of the Mandrel Manipulator and fired me instead.

- Page 34, which states the "We are committed to providing a work environment free of . . threats, coercion, or other harassment based upon legally protected factors . ." My support for the IAM is legally protected.

- Page 2, which incorrectly states that Vought employees are "at-will" and that "the company may terminate your employment with Vought for any reason, with or without notice." This is not true for IAM-represented employees.

From: Greaser Joseph
Sent: Saturday, July 12, 2008 11:32 AM
To: (b) (6), (b) (7)(C)
Cc: Beck Allison; Corson Christopher; (b) (6), (b) (7)(C) (b) (6), (b) (7)(C); (b) (6), (b) (7)(C); (b) (6), (b) (7)(C)
Subject: July 14 Visit
(b) (6), (b) (7)(C)

In follow up to our conversations yesterday, I understand that we will meet you at 6:30am on Monday July 14 at the Embassy Suites on International Blvd. Further I understand that our visit is to be limited till approximately 10:00am.

We will make every effort to conclude our investigation as quickly as possible, however, as the Company seems fit to limit our time and the number of visits to ascertain the information needed to compile a competent investigation, at this point we can not be sure when this will occur due to the serious constraints placed upon our access and visits.

We will have the following Representatives for this visit;
(b) (6), (b) (7)(C) - Information Systems Dept.
(b) (6), (b) (7)(C) - Safety Dept.
(b) (6), (b) (7)(C) - District 96 Safety Rep.
Joe Greaser - Grand Lodge Rep.

I also understand that pursuant to our request the Company will have their Safety, Management, and Engineering representatives present that were previously present on June 26 along with a representative from the Equipment Manufacture.

In follow up to our previous request for a copy of the computer readout that was shown to us on June 26, indicating the last input to the Manipulator prior to the accident, we now demand a copy of said readout for our use by Monday morning.

We look forward in working with you on this and all safety matters of concern for the health and safety of the workers.
Sincerely,
Joe Greaser
214-695-8569

Grievance/Issue Summary from 25 January, 2008

1) (b) (6), (b) (7)(C)

- [redacted] was promoted to (b) (6), (b) (7)(C) on or about [redacted] 2007
- During application process the position conveyed a pay increase
- [redacted] was told by (b) (6), (b) (7)(C) that due to Union coming in there would be no pay increase
- [redacted] still under old pay rate to date

--Request proper rate be applied with back pay—

2) (b) (6), (b) (7)(C)

- [redacted] received a write up on or about (b) (6), (b) (7)(C) 2008 for roller damage
- [redacted] is not aware that [redacted] caused any damage to roller
- [redacted] was not given/shown any evidence that [redacted] was involved with the incident

--Request write up be removed—

3) (b) (6), (b) (7)(C)

- [redacted] was written up on or about (b) (6), (b) (7)(C) 2007 for an altercation with a co-worker (b) (6), (b) (7)(C)
- [redacted] had tried to minimize the situation between them
- [redacted] was assaulted by [redacted]

--Request write up be removed—

4) (b) (6), (b) (7)(C)

- [redacted] returned to work on or about (b) (6), (b) (7)(C) 2008 following suspension and injury
- [redacted] met with (b) (6), (b) (7)(C) from HR concerning [redacted] injury from the night of the incident which led to [redacted] suspension
- A discussion was held with [redacted] physician, [redacted] and [redacted] about [redacted] injury and current medical condition
- Within the first hour or two of being back on the shop floor, co-workers were approaching [redacted] with detailed concerns about [redacted] condition they had heard about
- As [redacted] did not initiate any discussion about [redacted] private issues it is suspect that this came from the previous discussion with [redacted]
- HIPPA and other rights may have been violated
- Further, [redacted] had requested his Union Representative to be present when [redacted] had [redacted] return to work interview which was denied
- Other employees have also reported that several Management officials have also stated that Weingarten was not recognized here

--a) Request that employees be granted their right to Representation

b) Request that [redacted] receive an apology for the denial of [redacted] rights and personal information being openly discussed

c) Management be reminded of employee rights to representation and advised of possible consequences of improper discussions of any employee personal information and in specific the HIPPA Law—

[redacted] grievance procedure -- if it is determined that the above can not be met with this informal method then we will need to proceed with the grievance procedure as previously discussed. We will need a copy of the procedure as soon as possible, electronically is preferred for duplication.

Further, we need to finalize discussion on how representation during the company grievance process will be accomplished.

(1)-

(b) (6), (b) (7)(C)

6/26

11:20am Understand what happened

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Sat morning work instructions

upper L was in and Will wanted upper R installed (segment)

(b) (6), (b) (7)(C) Joe (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) asked for everthing to be recorded (every move)

(b) (6), (b) (7)(C) done should Friday afternoon (b) (6), (b) (7)(C) what (b) (6), (b) (7)(C) wanted

Sat Morr (b) (6), (b) (7)(C) could not recall all steps

- (b) (6), (b) (7)(C) had been running manually now (b) (6), (b) (7)(C) wanted them move by program

working on data to change process

(b) (6), (b) (7)(C) this segment had not been recorded yet

(2)

[redacted] could not remember everything from [redacted] so used customary method

[redacted] did right thing

[redacted] would write down numbers on machine

[redacted] work instructions just say segment qs at certain position

[redacted] Mgmt says do task Computer has what to do

[redacted] performed similar tasks · over 100 times

1st got manipulator in was no training employees had to learn by process

[redacted] Concurred 1st ever in history

(3)

Friday had problem with machine picking up

(b) (6), (b) (7)(C) from (b) (6), (b) (7)(C) + (b) (6), (b) (7)(C) came in with all 4 grippers lost communication and over the last few weeks problems have been addressed by workers

(b) (6), (b) (7)(C) boom lift had bad amp module that was replaced but was working ok

(b) (6), (b) (7)(C) never went into sequence mode (auto)

(b) (6), (b) (7)(C) asked for (b) (6), (b) (7)(C) to look at data

(b) (6), (b) (7)(C) machine should travel home before clamps released

(b) (6), (b) (7)(C) travel continued after drop and (b) (6), (b) (7)(C) had hit halt button

(b) (6), (b) (7)(C) Bad data in is bad data out has happened that's why we are recording

(b) (6), (b) (7)(C) normal operating day

feels like was a glitch

(b) (6), (b) (7)(C) only one working with (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) guns tour to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) 15-20 feet away in tour isle

(b) (6), (b) (7)(C)

we have had questions for a while for (b) (6), (b) (7)(C) but kept busy put off till board room is shut down

the machines have problems

no software for bridges to move automatic

(5)

[redacted] MPCD is not step by step

[redacted] MPCD is like .

[redacted] MPCD has to pull it up

[redacted] simular to tech pub

[redacted] we go thru work orders

look at MPCDs when instructed
there is a revision

was revised in may
no change in operations unless [redacted] notifies there were changes

[redacted] trains a lot so [redacted] keeps
things in review [redacted] has had
input on changes

Has been instructed to work outside manual mode

[redacted] is consulted when this occurs

(10)

Constant comm with [redacted] and aware of processes

[redacted] visits or [redacted]

[redacted] not in automated mode on day in question

day in question was operating in manual mode and followed each step of process

[redacted] put raise 2 & 11 to boom [redacted] moved cart + all 4 arms opened at once

This should not have happened

never went to automatic mode

Manual should only release one at a time

[redacted] has never seen all 4 come apart at one time

(7)

no audable
travel markers

(b) (6), (b) (7)(C) [redacted] on site OEM for several areas
+ maint staff

Custody issue on downloaded data

(8)

6/26

(b) (6), (b) (7)(C)

12:43 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) was in pit before segment fell
(b) (6), (b) (7)(C) work just that day
(b) (6), (b) (7)(C) to load upper R scheduled
to leave at 12:00 noon

(b) (6), (b) (7)(C) to receive instructions

(b) (6), (b) (7)(C) operated manual grip

drove cart onto bridges

(b) (6), (b) (7)(C) went at bathrooms

(b) (6), (b) (7)(C) brought ladder to segment cart for clamping

- climbed on to and gave (b) (6), (b) (7)(C) inst to guide machine clamps onto segment
- (b) (6), (b) (7)(C) operated computer at that time
- removed cart after lifting segment and turned off when got about 2 ft from (b) (6), (b) (7)(C) segment dropped

must be under load to move bridges

(9)

[redacted] is trained to operate boom always in manual mode no sequence mode yet

understands [redacted] is working on sequence mode

did not see [redacted] operating screen when dropped

day before reported problem with grippers (was gripped but did not indicate grip) turns pin when it does no sensor signal/ new manager [redacted] & family in area

verified positive clamp and should not be able to open 4 clamps at once

[redacted] asked why we are operating machine today and do we know if it was fixed

(10)

[redacted] said machine is being used today.

After [redacted] left I asked if they had finished their investigation. They said no.

I told them as their investigation was not complete I wanted it shut down imediatley.

They agreed to shut down till we get in this afternoon

(1)

Vought - Accident
Site Investigation

6/26

[redacted] from safety Management & safety

In facility at 4:00 pm

shown directly to clean room where equipment was

[redacted] & [redacted] talked to officials & walked area.

Interned [redacted] ? with pendant and [redacted] simulated exercise

asked [redacted] several simple questions about computer tablet most of which [redacted] was not sure on and actually had to try

I was leaning toward possibly of 2 screens being opened at same time in defense of [redacted] position

left facility at approx 6 pm

[redacted] seemed very nervous during simulation + questions noticed by all on our side [redacted] + me

12

6/27

Accident Discussion w/ [redacted]

[redacted] met with [redacted] + [redacted] ? to further discuss accident + ask questions

[redacted] asked several questions in follow up to things [redacted] saw

[redacted] Me

[redacted] + I both asked again how it [redacted] told machine to go home + release why did it not go home but raised boom + dropped segment

[redacted] ? safety guy said [redacted] had same question

Presented [redacted] with info request letter

[redacted] talked with safety guy from Nashville

13

7/14

(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
PRESATT

Computer Inquiry

Loaded 1 place north of bond load
6-7 lifts

no other changes

Similar system at spirit

confirm + cancel steps standard

- requested full event logs
- capture data ok with NDA
- need Maint Logs copy

can look at items on computer here but can not download use as much time as possible

- (b) (6), (b) (7)(C) gave us copy of specific log now showing SKip on move to home position and now (b) (6), (b) (7)(C) no longer showing concern of why did the machine not go home

[redacted]-08

[redacted] I had Just finish grabbing UR Segements. I lifted up off the cart while [redacted] moved the cart. I was In the movement of lifting All four Arm while the [redacted] clamps came open And the segement fell.

[redacted]

[redacted] and I were in the process of removing the Upper Right 47 segment off of the segment cart to place in the rings. (I moved it) After the cart was removed from under the segment, I walked over to where [redacted] was standing as [redacted] raised the Segment using the pendant. I was standing about 2ft behind [redacted] when I witnessed all 4 mandrel clamps releasing and the Upper Right segment came crashing to the ground. I can witness that prior to crashing, all 4 clamps were properly clamped.

[redacted]

Yes, I Volunteer to be a Member Of the IAM Organizing Team

(Please print the following in formation clearly and legibly).

NAME: (b) (6), (b) (7)(C) EMPLOYER: Vought IND.

ADDRESS: (b) (6), (b) (7)(C)

APT./LOT # _____ HOME EMAIL ADDRESS: (b) (6), (b) (7)(C)

CITY: (b) (6), (b) (7)(C) STATE: (b) (6), (b) (7)(C) ZIP: (b) (6), (b) (7)(C)

HOME PHONE (b) (6), (b) (7)(C) CELL PHONE (b) (6), (b) (7)(C)

DEPARTMENT (b) (6), (b) (7)(C) SHIFT: 1st

Duties of IAM Organizing Team

- Attend all IAM organizing team meetings.
- Help in signing at least 65% of your coworkers on IAM Petitions.
- Distribute IAM communications.
- Keep coworkers informed.
- Keep IAM representatives abreast of progress in your area of responsibility.
- Notify IAM representatives when the employer posts or distributes propaganda and provide a copy.
- Document all possible violations of the National Labor Relations Act.
- Assist IAM representatives contact your coworkers away from work.
- Work on special committees when possible.

You are the pioneers in bringing a great organization to your co-employees. With your determination and hard work you can - and will - win **IAM** representation.

Signature (b) (6), (b) (7)(C) Date 6-19-07

FORM NLRB-501
(06-07)

FORM EXEMPT UNDER 44 U.S.C. 3512

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
11-CA-22073	09/17/08

INSTRUCTIONS:
File an original together with four copies and a copy for each additional charged party named in item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Vought Aircraft Industries

b. Number of workers employed
approx. 97

c. Address *(street, city, state, ZIP code)*
3455 Airframe Drive, North Charleston, SC 29418-8953

d. Employer Representative
Joy Romero, Vice President

e. Telephone No. 843-789-8000
Fax No. 843-789-8457

f. Type of Establishment *(factory, mine, wholesaler, etc.)*
Factory

g. Identify principal product or service
Aircraft manufacturing

h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* and (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge *(set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)*

On or about July 29, 2008, the above-named employer denied property access to the Union for health and safety inspections.

Since on or about (b) (6), (b) (7)(C) 2008, the above-named employer, by supervisor (b) (6), (b) (7)(C) has harassed an employee because of and in retaliation for the employee's Union activities and support and/or the employee's protected concerted activities.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
International Association of Machinists and Aerospace Workers, AFL-CIO

4a. Address *(street and number, city, state, and ZIP code)*
1111 W. Mockingbird Lane, Suite 1357, Dallas, TX 75247

4b. Telephone No. 214-638-6543
214-638-6092
Fax No. 214-638-6092

5. Full name of national or international labor organization of which it is an affiliate or constituent unit *(to be filled in when charge is filed by a labor organization)*
International Association of Machinists and Aerospace Workers, AFL-CIO

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By Jeffery M. Smith
(signature of representative or person making charge)

Jeffery M. Smith, Grand Lodge Representative
(print/type name and title or office, if any)

Address 1111 W. Mockingbird Lane, Suite 1357, Dallas, TX 75247

(fax) 214-638-6092
214-638-6543
(Telephone No.)

9/16/2008
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U. S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NRLB to decline to invoke its processes.

Dunn, Jenny

From: Dunn, Jenny
Sent: Thursday, August 28, 2008 12:20 PM
To: 'Smith Jeffery'
Subject: RE: Vought Aircraft Industries
Attachments: vought aircraft new.doc

Attached is a drafted charge, alleging a denial of access and the harassment of [redacted] for [redacted] union activities and support and [redacted] pcas. If you would like to file the charge as drafted, please sign and date it and return it via fax at 336-631-5210. If you have changes to the drafted charge, you can make those to the charge prior to faxing it in.

Email or call (336-631-5216) if you have any questions. Hope it gets quieter for you soon, and enjoy the convention!

Thanks again,
Jenny

From: Smith Jeffery [mailto:jsmith@iamaw.org]
Sent: Thursday, August 28, 2008 11:11 AM
To: Dunn, Jenny
Subject: RE: Vought Aircraft Industries

Dear Ms. Dunn:

I'm attaching information I received from Joe Greaser. [redacted] called Greaser and told him [redacted] was being harassed by [redacted] supervisor ([redacted] since OSHA showed up in the shop. Equipment has been tampered with and the supervisor has definitely changed [redacted] attitude and treatment of [redacted] concerned about [redacted] job and believes the supervisor is making life miserable for [redacted] simply because of [redacted] support for the Union and because of [redacted] protected concerted activities -- [redacted] involvement in an OSHA investigation when the Employer refused to allow IAM representatives (employees of the IAM who have received OSHA related training) into the plant to represent employees regarding safety violations within the plant.

I hope this information is helpful. If you can assist us in formulating a charge I would appreciate it because I'm currently pulling double-duty trying to work active cases and assisting in making last minute preparations for our 37th IAM Convention which will take place September 7-13, 2008.

Thank you for all of your assistance in matters related to the Vought issues.

Sincerely,

Jeffery M. Smith
Grand Lodge Representative
IAM&AW

Phone: (214) 638-6543
Fax: (214) 637-2803

From: Dunn, Jenny [mailto:Jenny.Dunn@nlrb.gov]
Sent: Thursday, August 28, 2008 10:43 AM
To: Smith Jeffery
Subject: Vought Aircraft Industries

Hi Jeff,

I wanted to follow up with you regarding the new charge we had discussed earlier. If you're in the office today, would you have time to talk for a minute? If you can provide some of the details, I could draft the charge for you.

Thanks,
Jenny

FORM NLRB-501
(06-07)

FORM EXEMPT UNDER 44 U.S.C. 3512

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed

INSTRUCTIONS:
File an original together with four copies and a copy for each additional charged party named in item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Vought Aircraft Industries

b. Number of workers employed
approx. 97

c. Address *(street, city, state, ZIP code)*
3455 Airframe Drive, North Charleston, SC 29418-8953

d. Employer Representative
Joy Romero, Vice President

e. Telephone No. 843-789-8000
Fax No. 843-789-8457

f. Type of Establishment *(factory, mine, wholesaler, etc.)*
Factory

g. Identify principal product or service
Aircraft manufacturing

h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* and (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge *(set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)*

On or about July 29, 2008, the above-named employer denied the Union property access for health and safety inspections.

Since on or about [redacted] 2008, the above-named employer, by supervisor [redacted], has harassed employee [redacted] because of and in retaliation for [redacted] Union activities and support and/or [redacted] protected concerted activities.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
International Association of Machinists and Aerospace Workers, AFL-CIO

4a. Address *(street and number, city, state, and ZIP code)*
1111 W. Mockingbird Lane, Suite 1357, Dallas, TX 75247

4b. Telephone No. 214-638-6543
214-638-6092
Fax No. 214-638-6092

5. Full name of national or international labor organization of which it is an affiliate or constituent unit *(to be filled in when charge is filed by a labor organization)*
International Association of Machinists and Aerospace Workers, AFL-CIO

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By _____ Jeffery M. Smith, Grand Lodge Representative
(signature of representative or person making charge) *(print/type name and title or office, if any)*

Address 1111 W. Mockingbird Lane, Suite 1357, Dallas, TX 75247 (fax) 214-638-6092 214-638-6543
(Telephone No.) *(date)*

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U. S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006) The NLRB will further explain these uses upon request. Disclosure of this information to the NRLB is voluntary; however, failure to supply the information will cause the NRLB to decline to invoke its processes.

Notice of Alleged Safety or Health Hazards

South Carolina Department of Labor, Licensing & Regulation
Division of Occupational Safety and Health

MOD Date	1. Complaint Number

2. Employer Name: Vought Aircraft Industries

3. Site Location (Street, City, State, ZIP): 3455 Airframe Dr. Bldg 100, N. Charleston, SC 29418

4. Mailing Address (if different) (Street, City, State, ZIP): same as above

5. Management Official: (b) (6), (b) (7)(C) | 6. Telephone Number: (b) (6), (b) (7)(C)

7. Type of Business: Aircraft Manufacture

8. Hazard Description: Describe briefly the hazard(s) which you believe exist: include the appropriate number of employees exposed to or threatened by each hazard.

The Vought facility is a newly IAMSAW organized facility and we have tried everything possible to work with the Company and their representatives to address and correct the safety and health concerns of the IAM membership, but it has fallen on deaf ears and has left us no other alternative than to seek outside assistance to address these serious concerns. We therefore request the State OSHA agency of South Carolina perform an overall and unannounced site inspection of the facility in North Charleston SC due to the numerous and continuing safety and health complaints and issues, unsafe work practices and unsafe working conditions sited below and the company failing to properly address and correct the situations.

- Company has failed to provide the proper safety and health required annual training for all employees throughout the facility - Hazcom, Access to Records, Lockout/tagout, Confined Space, etc.

- Cell 60 improper guarding and no guarding for floor openings (same issue on other equipment located throughout the facility), no visual or audio alarm signals during operation of the moving Mandrel Manipulator (crane), no lockout/tagout procedure for the specific equipment or identification of 440 electrical panels (same issue throughout the facility) Tripling of slings during lifting operation of faulty or damaged parts. Use of #3 bolt in clasps during lifting with slings. Trip hazards behind operators station preventing means of egress in an emergency situation.

(SEE ATTACHED FOR FURTHER INFORMATION)

9. Hazard Location: Specify the particular building or worksite where the alleged violation exists.
Bldg 100, various locations throughout

10. Has this condition been brought to the attention of (Mark "X" in all that apply)
☒ Employer ☐ Other Government Agency (specify)_____

11. Please indicate your desire:
☐ Do not reveal my name to the Employer ☒ My name may be revealed to the Employer

12. The Undersigned (Mark "X" in one box)
☐ Employee ☐ (Not used)
☒ Representative of Employees ☐ Other (specify)_____
Believes that a violation of an Occupational Safety or Health standard exists which is a job safety or health hazard at the establishment named on this form.

13. Complainant Name (Type or print name)	14. Telephone Number
Joseph S. Greaser	(214) 695-8569

15. Address (Street, City, State, Zip)
2510 Park Summit Blvd., Apex, NC 27523

16. Signature	17. Date
Joseph S. Greaser	July 18, 2008

18. If you are an authorized representative of employees affected by this complaint, please state the name of the organization that you represent and your title.
Organization Name: International Association of Machinists and Aerospace Workers Your Title: Grand Lodge Representative

CONTINUED

- Retaliation and employment termination of a Cell 60 Mandrel Manipulator (crane) operator for actively participating in an accident investigation and bring forth several safety and health complaints and issues, unsafe work practices and unsafe working conditions.
- Cells 60, 80/90, and 110- sliders move (not locking in place), gaps between sliders and the barrel creating walking/working surface hazards.
- Improper guarding of equipment and floor openings throughout the facility.
- No daily inspection of cranes and slings for rigging operations.
- Improper storage of slings and not all slings have the load rate indicated on the sling.
- Picking up the PCS plates the forks are not long enough on the fork lift and a strap is used to attach the far end of the plate to the fork lift so the entire plate can be lifted at one time to remove the wheels and place it in the autoclave.
- No designated tie off points for required fall protection while working on operations overhead, employees are instructed to tie off to the scaffolding and also instructed to tie off to the hook of a crane. (Throughout the facility)
- Lifting and lowering of outside contractor employees by attaching a sling to the crane hook and attaching a lanyard to the sling to perform work and repair work on barrels. Moving the crane 3 to 4 feet to allow the employee to continue working along the top of part.
- Operating cranes with moving and suspended loads overhead of people working within cubicles. (throughout the facility)
- Fab Carts-Working Platform has gaps on both ends creating fall hazards.
- Scaffolding at cell 215- Loose and non-secured planking & ladders you have to climb over the top railings to get on and off.
- Improper installation and stabilization of numerous scaffolding operations for working platforms throughout the facility.
- Ladders on the side of the barrels are not secured.
- No safety work instructions for working with chemicals, chemical tanks and no specified use of PPE throughout the facility.
- Improper handling, labeling, unmarked containers and storage of chemical and hazardous chemicals inside the facility near the autoclave.
- Fork Truck Charging Stations: no eye wash station or shower near.
- Trip Hazards of air hoses, electrical cords & vacuum hoses throughout the facility.
- Open trough for rails in Cell 150, area currently has a ¼" steel plate that falls when moving rolling ladders over it and has caused many accidents and trips when working on equipment behind the barrels.
- Several (ergonomic) soft tissue illnesses and injuries throughout the facility and the company has failed to attempt to prevent or correct equipment, workstation or work areas throughout the facility.
- Blocked fire extinguishers throughout the facility.
- Turn tables on floor have locking pins, so that they will not spin while people walk on them creating a trip hazard, some are broken.

- Entrance of plant from employee parking lot leads into employee work area, exits through work area also.
- No established aisles or walking ways for pedestrians throughout the facility during fork truck operations.
- Not all designated emergency exit doors and gates open for means of egress (Especially for handicap personnel) throughout the facility.
- Inadequate ventilation for touch up painting operation in small work spaces, employee complaining of severe headaches and nausea per OSHA logs.
- Employees assigned to work on 40' mobile scaffolding platform with designated tie off point of 3' behind the operator in the floor of the scaffold platform. The employees are bent over and extended over the leading edge and walking their hands down the barrel part to perform the work. There are tables positioned on the platforms (not secured) with no back stops on the tables to prevent objects from falling.
- Cell 200 non-secured flooring inside the barrel and seams are held together attached with duct tape. (employees have been injured previously with similar process)
- Fabrication Cart (currently in cell 180) has broken welds on support brackets where management officials have placed two wooden 4x4 blocks in lieu of repairs. The Fuselage section and segments should weigh in excess of 24,000 lbs.
- Cells 180, 200 and 215 employees use regular ladders to work on fuselage at height greater than 6 feet while drilling fuselage sections.
- Cell 110 No Stops on turn table on flooring to stop Fabrication carts from coming off the tracks (Concrete is damaged.
- No way of properly performing maintenance on both sets of cooling towers. No attached ladders or platform to work safely or any tie off points while using a safety harness.
- Lifting devices throughout the facility to include slings and strong backs are not load tested or labeled for rating. Strong back vacuum systems have failed causing loss of grip on fuselage during moving operations.
- Improper attachment points for personal harnesses throughout the facility while working at heights.
- Lack of ventilation for carbon fiber drilling/cutting operations throughout the facility. Use of dust masks and no respirators available for the same.

These concerns affect from 3 to 200+ employees depending on the operation and location and vary from operation to operation.

Dunn, Jenny

From: Greaser Joseph [JGreaser@iamaw.org]
Sent: Thursday, July 31, 2008 5:33 PM
To: Smith Jeffery
Cc: (b) (6), (b) (7)(C)
Subject: Retaliation Charge

Jeff,
The below is from (b) (6), (b) (7)(C) our (b) (6), (b) (7)(C) at Vought in N. Charleston in follow up to our conversation this morning.
Fraternally,
Joe

~07:12, I (b) (6), (b) (7)(C) received a call from (b) (6), (b) (7)(C)), which is a contract maintenance group hired by Vought, "(b) (6), (b) (7)(C), did you know that the cooling towers were over flowing", I told (b) (6), (b) (7)(C) I did not. I went to investigate that matter and found out that the cooling tower had been draining for a while. further, investigation, I found a 1.5 inch valve open and draining. This valve is connected to a 11inch equalization line which feeds both towers. If both towers had drained it would have starved 2 condenser pumps or water flow which would have severely damaged the pumps by burring up. These pumps feed the chillers which feed the plants air conditioning. I immediately call (b) (6), (b) (7)(C) and told (b) (6), (b) (7)(C) about the matter. I told (b) (6), (b) (7)(C) that I was upset , and felt I was being framed and felt like I was being put into a hostel environment and retaliated for working with OSHA for the union. I told (b) (6), (b) (7)(C) , that I was going to grieve (b) (6), (b) (7)(C) and file a NLB on (b) (6), (b) (7)(C) and the company (b) (6), (b) (7)(C) told me (b) (6), (b) (7)(C) did not do it, but I told (b) (6), (b) (7)(C) this was (b) (6), (b) (7)(C) equipment and that (b) (6), (b) (7)(C) is in charge. I am distraught and do not trust the company and (b) (6), (b) (7)(C) (b) (6), (b) (7)(C).

On the day of July,29, which is the day OSHA, should up at the plant, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) came to me and told me that OSHA was asking for me. (b) (6), (b) (7)(C) asked me (1) did you Know that OSHA was coming, I told (b) (6), (b) (7)(C) know, (b) (6), (b) (7)(C) asked me did I NO, (b) (6), (b) (7)(C) as me did I know who filed the complaint and I told (b) (6), (b) (7)(C) NO. Later, during the OSHA investigation,(2) as me about a matter on the complaints that (b) (6), (b) (7)(C) read, (b) (6), (b) (7)(C) wanted to know how such a complaint was made, I told (b) (6), (b) (7)(C) I did not no. (3) When OSHA found an Area was not in Compliance (b) (6), (b) (7)(C) asked me , how come your people did not have put the barriers in place, I told (b) (6), (b) (7)(C) I did not no.

CHARLESTON REGIONAL BUSINESS JOURNAL

Are unions the answer to address workplace issues? Vought workers say 'yes'

E-Mail This Article
Printer-Friendly Version

By Dan McCue
Staff Writer

Workers at Vought Aircraft Industries' North Charleston plant will tell you they are excited to be working for the company that's building the world's first airliner made almost entirely of state-of-the-art composite materials.

But talk long enough to workers who voted in favor of union representation at the North Charleston plant, and it quickly becomes apparent that fissures in employee/management relations at the company appeared long before the facility's recent supply-chain problems.

Over the past five years, unionization in the Charleston area has increased slightly, according to the Charleston Central Labor Council. Currently, about 7,000 workers are covered by a collective bargaining agreement in the Lowcountry, said Erin McKee, council president.
That number represents an increase of 600 to 700 workers over the past five years, and the growth could be forcing some companies to assess how they are addressing the needs of their employees.

Machinist Edward Fell of Summerville said the first collective action by Vought workers occurred before they had completed their initial training.

It was then, Fell recalled, that he had learned about a critical salary

Photo/Paula Illingworth

Vought Aircraft workers Michael Nole, left, and Edward Fell voted in favor of a union at the aircraft assembly plant in North Charleston. Both said management-employee relations were strained over several issues, including pay and safety concerns.

disparity. Rather than being offered jobs paying an average of $50,000 a year—a figure ballyhooed by public officials—he and his classmates would get offers for positions at $12 an hour, or $24,960 a year.

"Everybody that applied for a job at the plant had expectations that we were on the cutting edge of something, but when they told us that, it was simply unacceptable," said Fell, who operates the machine that joins fuselage sections. "We banded together and said $12 an hour simply wasn't acceptable."

The plant's human resources manager was able to secure the worker-trainees offers of $14 to $16 an hour. The U.S. Bureau of Labor Statistics lists the nationwide average wage for an aerospace assembler at $21.09 an hour, or $43,860 a year.

In a statement Vought officials said, "The company offers competitive wages at its North Charleston facility, which is part of a comprehensive benefit package. including health and dental insurance as well as a 401(k) match."

At Vought, pay was one part of a string of complaints and issues the workers said weren't addressed by company management. Other issues included the manufacturer's use of contractors who were paid at a higher rate than plant workers, safety issues surrounding working conditions around the fuselage assembly area and plant workers' receiving enough help to accomplish the work.

"Bottom line, we had some issues that we felt weren't being addressed," Fell said, "So we asked the (International Association of Machinists) to come in and see what they could do."

Good for business

When workers have concerns,

businesses must have a system in place to make sure those concerns are being heard, said Jennifer DeWitt of the Lowcountry Manufacturers Council.

It's just good for business and leads to stronger relationships between a company's management team and its front-line work crews, DeWitt said. Because companies are competing globally, they must be flexible and fast to get the best product to market. DeWitt said one-on-one relationships between management and employees are the best way to foster teamwork.

"Unionization can have a significant financial impact on a facility, as well as affect operations and efficiency. For companies that want to maintain a union-free environment, it comes down to good management, good human resources and good policies," DeWitt said.

State of unions

Between 1983 and 2006, the Bureau of National Affairs, an independent organization of reporters, lawyers and editors, reported 3.5 million manufacturing jobs were lost, and most of those had been unionized. But the pro-union vote at Vought might not be the benchmark feared by manufacturers and economic development officials across South Carolina.

IAM already has locals at MeadWestvaco and International Paper in Georgetown, and it also represents civilian workers at the Marine Corps Air Station in Beaufort and at the Marine Corps recruiting station on Parris Island.

In addition to the Vought workers' vote, the Winston-Salem office of the National Labor Relations Board said that between Sept. 1 and Dec. 13, 2007, six petitions were filed for union elections in the board's territory, which includes South Carolina, North Carolina, Virginia

and a small portion of Tennessee.

None of those other petitions were filed by workers in South Carolina, and an official with the labor relations board called the six petitions a typical number and not a sign of increased unions in the Southeast.

DeWitt said the number of unions in South Carolina isn't what individual manufacturers should worry about.

"We don't think of it in terms of 'Will my workers want to unionize or not?' The question to ask is 'Does the system I have in place create a positive environment where my employees and my company will succeed?' " she said. "To accomplish this, I recommend that local manufacturers review their employee policies (and) communication procedures and make sure the right people are in leadership roles."

Transplants likely swayed the vote

Companies are beginning to realize that South Carolina is attracting workers from many areas of the country who understand unions and who are used to working under collective agreements.

Both Fell and maintenance engineer Michael Nole are relatively new to the region—Fell from Kansas City, Nole from Chicago—and voted in favor of unionization in the Oct. 26 and 27 election overseen by the National Labor Relations Board at the Vought plant.

Fell was elected to the plant workers' negotiating committee, which will begin meeting with Vought officials in January in an attempt to hammer out the plant's first collective bargaining agreement.

Nole, a former member of the International Association of

Machinists, said people like himself and Fell who are familiar with unions likely swayed the vote.

"It probably did have something to do with it," he said. "After all, a number of us come from the Midwest and from up North, where we knew someone or had family who were in a union."

Vought hasn't determined who will represent the company during negotiations.

"Vought places a high priority on being a great place to work and is focused on providing the kind of workplace that attracts and retains the best people—an environment where employees are treated fairly and with respect," the company said.

Nole said the vote isn't just about the workers and how they feel about one issue.

"It's about feeling that we're helping to create a place where we'd want our brothers or sisters or children to work," he said.

Dan McCue is a staff writer for the Business Journal. E-mail him at dmccue@setcommedia.com.

INTERNATIONAL ASSOCIATION OF
MACHINIST AND AEROSPACE WORKERS

TODAY'S BLOG
6/13/08

Your challenge for today: rent and watch the moving Norma Rae (1979).

This movie is a true story about a woman's successful efforts to change working conditions in a textile plant in a southern town. It is a testimonial to all plant workers. That means you. This woman is you.

After 16 weeks of training and schooling, the A Class of Vought Industries was offered a starting salary of $12/hr. This was considerably lower than the advertised promised wage of $50,000/yr ($24/hr). At that point the first Union at Vought was unofficially formed. They demanded and negotiated for a higher starting wage, and were successful.

However, here it is almost three years later, and nothing has changed. The starting salary is still the same. The working conditions are still the same. And they will remain that way unless somebody does something about it, and that somebody is you.

The definition of union/unity:

A number of persons, states, etc., joined or associated together for some common purpose. Agree in referring to a oneness, either created by pulling together, or by being undivided. A union is a state of being united, a combination, as the result of joining two or more things into one. Unity is the state or inherent quality of being one, single, individual, and indivisible (often as a consequence of union).

Vought is not your friend, they are your employer. Their sole purpose in life is to hire and keep cheap labor, to make a profit for the company, not for you. And as long as you let them, they will continue on with their mission. But if you stand together, you can make a difference in your life and the lives of your children. You can have better wages, better working conditions, better benefits. But you have to stand together.

Vought is laughing at you every day! They look down over you every day and see that there is no unity. They see that no one is wearing their IAM shirts on shirt day. They are just waiting for this effort to fail so they can go on with the day-to-day plan of treating their employees as they always have – throw them a couple of crumbs (coffee, donuts), and they will be happy.

There are those amongst you who are working with Vought. They say they are with you, but they are against you. They are working with Vought to help the Union fail. You know who they are. Unless you do something about it, they will succeed. And next year, two years from now, five years from now, you will still be where you are today. Stuck in a dead-end job with a 10 cent – 25 cent raise every year.

Is that what you want? Or do you want a better life for yourself and your children?

INTERNATIONAL ASSOCIATION OF
MACHINIST AND AEROSPACE WORKERS

TODAY'S BLOG
6/16/08

Your challenge for today: Unus pro omnibus, omnes pro uno (One for all, all for one)

Are you a member of a fraternity? A sorority? The Masons? A social club? Then you are already a member of a union. Yes, a union.

These organizations promote unity and brotherhood. You can go anywhere in this country and meet other members and you immediately know that you have something in common and that they got your back. This will never change and the bond will never cease.

As long as you are a member of the International Association of Machinists and Aerospace Workers, you will forever be a part of the brotherhood of the IAM. If you change jobs to one that already has the IAM in place, or any other union for that matter, you will be guaranteed the union wage, which in most cases is more than non-union wages.

It is this common thread, this oneness, which makes the union work. One person can't do it alone. Everyone must stand together as one. Don't be afraid to participate in Union activities. Vought cannot threaten you or fire you for participating in Union activities. Laugh at them the next time! Know your rights and stand up for your rights. Participate! If they harass you, threaten you with disciplinary action, threaten to fire you, or make promises to you if you agree not to participate in Union activities, they are violating the law. If they do any of these things, file a grievance. All you have to do is get in touch with your Shop Steward, and the brotherhood will take it from there. You are not alone.

There is a Union meeting on the first Sunday of every month. See your Shop Steward for time and location. Participate! Attend the meetings. It only takes an hour or two of your time a month. Most of us waste more time than that doing nothing every month. Why not put the one or two hours a month to good use and find out what is happening in your union. It will only make you better.

So what are you going to do on Shirt Day? WEAR YOUR SHIRT AND WEAR IT PROUD!

INTERNATIONAL ASSOCIATION OF
MACHINIST AND AEROSPACE WORKERS

TODAY'S BLOG
6/17/08

Your challenge for today: respect yourself

There is no one on this earth who is better than you. No one. We are all born the same way, with the same beginnings.

What you make of your life after you take that first breath is up to you. It is not up to your parents, nor is it up to your supervisor. Your fate in life is what you make it.

Never let anyone talk down to you, call you out of your name, or disrespect you in any way. Don't ever let anyone make you feel like you are less of a person than they are and that you don't deserve respect. If you don't respect yourself, then how do you expect anyone else to respect you? You get what you give.

You have a job to do at Vought. It is your duty to do the best job that you can do. And do that job with pride. Come to work every day with a smile on your face. Keep a clean work history. Don't make mistakes. Don't disrespect others. Doing all these things will instill pride and respect in yourself.

Vought is looking for you to mess up. They are looking for something to hold over your head. Vought will try to make you think you are not worthy of respect. Vought will try to make you think you are less of a person because you work on the floor, and not upstairs. Vought will try to make you think they are doing you a favor when they give you a paycheck. The reality is, you are doing Vought a favor by coming to work everyday and doing a good job. If you didn't come to work everyday, then the job wouldn't get done, 'cause the people upstairs sure as hell ain't gonna do it!

Be kind to your fellow worker. Help uplift them and they will help uplift you. They are in the same boat as you. If the boat sinks, everyone drowns. But if everyone did their best to keep that boat afloat, the boat sails on to a better and brighter future.

This is the goal of the IAM. A better and brighter future for you and everyone on the boat. Together you can make a difference. But it all starts with you. Respect yourself and others will respect you. Don't try to beat the system. Do the right thing. Don't try to break or bend the rules.

Stand up for your rights. If you think you are being discriminated against, being treated unfairly, being asked to do something that you know you are not qualified to do, then you are not being treated with respect. If you think you cannot handle the pressure that will be put on you by Vought, contact your Shop Steward. That is what they are there for. The IAM is your friend. They can help you.

"You can do it, we can help." But it all starts with YOU.

WEAR YOUR IAM T-SHIRT TOMORROW!

INTERNATIONAL ASSOCIATION OF
MACHINIST AND AEROSPACE WORKERS

TODAY'S BLOG
6/18/08

Your challenge for today: Nothing from nothing leaves nothing.

There is some concern about union dues. Those concerns are genuine. But, if the members of the union did not pay dues, there would be no union.

There are expenses associated with everything in life. You have to pay for your children to be a member of the Boy Scouts or Girl Scouts. You even have to pay to be a member of a church. Do you think these organizations would still be here if there were no dues to pay? No.

Unions don't exist without their members. And members must pay minimal dues to help the Union help you. If you are a member of the Union, and you ever need their help, they are there for you.

Vought has the financial ability to hire the best lawyers to fight any grievance you may file against them. But if you ever have to file a grievance against Vought, do you have the financial ability to fight them? The answer is no. That is where the Union steps in. They will fight for you. And if you never have to use this benefit offered by the Union, someone else will. Remember, all for one, and one for all. And the successful outcome of any grievance filed against Vought will benefit the entire membership, not just that one person.

Right now, Vought is using their power to stall contract negotiations. Yes, they are stalling. They are hoping that you will lose interest in the struggle and it will all go away. Let's prove them wrong. Let's demand that they come to the table. The negotiating committee is at the ready to work for you. But, again, they can't do it alone. They are up against tremendous obstacles, and they need your help and support. There are people who have nothing but negative thoughts and words to say about the Union. Those people have been made promises by Vought and they are only looking out for themselves. They are all about "one," not "all for one."

Your mission for today is to rent and watch the HBO movie "Recount." This is the true story about how the Republican party worked behind the scenes to change the outcome of the Presidential election in 2000. It will surprise you to see the underhanded things that went on behind the scenes. Even though the success of the Union has nothing to do with politics, the storyline of the movie does pertain to you. There are people who want to see this fail and they will do anything in their power to make it fail. They are working for the company, not for you.

So don't worry about the union dues. They are nothing but pennies when you look at the big picture and what can be gained in the long run.

LOCAL 787

TODAY'S BLOG
6/19/08

Your challenge for today: "Without struggle, there is no progress." -- Frederick Douglass

Whether you know it or not, you are in a struggle. Everyday is a struggle. But the good thing about every new day is you awake to see it and attack it head on. It's the day that you don't wake up when your struggles will be over.

Never lose sight of the struggle. Once you have conquered your daily struggles, you are a better and stronger person the next day, better equipped to fight the next battle.

Life is a struggle. If it were easy, there would be no war, no famine, no poverty. But that is a fairy tale. There is no perfect world.

Vought will try to make you think the union is no good for you. Vought will try to make you think they will take care of you. What Vought will do is keep you thinking that they will take care of you. If this Union does not pass and a contract is not signed, you can rest assured that nothing will change. It may even get worse. You will continue to be overworked and underpaid. That is a guarantee.

There are people who have stuck their necks out and put their jobs on the line to form this union. They need your support, 100%. They are doing this for you. They are doing this for all. Be thankful that somebody was not afraid to stand up for your rights. If this fails, they will be the first to go. Just wait and see. And for what? Because they stood up for what was right? Must they be punished for trying to do the right thing? If the union does not come up with a contract, it may soon be too late. And that is what Vought wants. Then just wait and see what happens. Everything you are reading in these blogs is true and will happen. Just watch.

You can step out there alone. There's nothing stopping you. But keep in mind that South Carolina is a right-to-work State and you are an at-will employee. That means you are employed at the will of Vought and they can fire you at any time with just-cause. And whatever cause they come up with will be just-cause, because they have the legal team telling them exactly what will stand up in court. Don't think your job is secure.

The reason Vought came to South Carolina is because it is a right-to-work State. They can get cheap labor (you) and don't have to worry about unions. Well, now they are scrambling to stop this effort because they know what a union can do. Dallas has a union. Nashville has a union. There are unions in Boeing plants. Talk to some members of a union – postal workers, teachers, state employees, UPS, and even federal employees. They are a force of one, and they work.

The union will not make your life less of a struggle, but it will help you along the way. This is one fight you don't have to battle alone. Rally the troops!

DID YOU WEAR YOUR IAM T- SHIRT YESTERDAY?

The Post and Courier
charleston.net

Vought Aircraft plant workers narrowly vote in favor of union

Company produces components of Boeing's 787 Dreamliner at North Charleston facility

By John P. McDermott
Wednesday, November 14, 2007

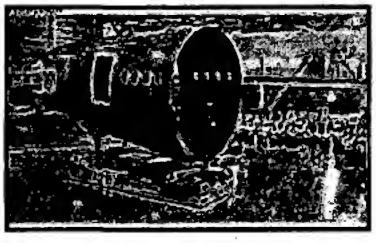
Company produces components of Boeing's 787 Dreamliner at North Charleston facility

Slightly more than half of the production and maintenance employees at the Vought Aircraft plant in North Charleston have voted in favor of union representation, forcing the Boeing Co. supplier to the bargaining table and marking a potential rare South Carolina victory for organized labor.

Vought Aircraft Industries Inc. said an election was held Oct. 26 and 27 at its local manufacturing site. Of the 127 workers who participated, 67 agreed to be represented by the International Association of Machinists and Aerospace Workers. The rest declined.

The company, which disclosed the results of the election Tuesday, said it expects the National Labor Relations Board to certify the IAM as the bargaining representative for its local workers.

Vought declined to comment beyond a written statement.



Alice Keeney/AP

The first completed fuselage section of the next-generation Boeing 787 Dreamliner passenger jet was unveiled in May before employees of Vought Aircraft Industries in North Charleston. Production and maintenance employees at the plant voted Oct. 26 and 27 to accept union representation.

"We recognize our employees' right to choose to be represented by a union and respect their decision," the Dallas-based company said. "Vought intends to negotiate in good faith with the IAM. We will strive to reach a collective bargaining agreement that will allow us

to continue to meet the needs of our employees, our customers and the company."

IAM spokesman Bob Wood said the union's next step is to conduct a survey of the employees to learn their specific concerns so that a labor contract can be drafted.

"Then, we'll sit down with Vought and start bargaining as soon as possible," he said.

The survey had not been distributed as of Tuesday he said.

The IAM already represents Vought and Boeing workers in other cities. It declined to elaborate about specific concerns at the North Charleston site, but wages are likely to be a key issue in the contract talks.

A Web site the union created specifically to drum up support from North Charleston workers showed disparities between what the IAM says Vought's local employees earn, $15 an hour, and what IAM members make at Vought and Boeing plants in Nashville and Seattle, $22 an hour to $32 an hour, not including cost-of-living increases.

"The people in Charleston are hard workers, and they deserve to be compensated fairly," Wood said. "That's what we're about."

Aerospace analyst Richard Aboulafia of Teal Group Corp. said wages are going up throughout the industry because "the broader aviation market is doing fantastic."

He also said higher union pay scales could be "a source of concern" for Vought executives.

"They have to watch their costs to stay competitive," Aboulafia said.

He said the IAM was likely drawn to the North Charleston plant because of its role in the 787 program, which is widely viewed as the most successful launch for any commercial passenger jet in history.

"That would get the union's attention," he said.

Membership drive

Some facts on the International Association of Machinists and Aerospace Workers:

--Members: 730,000 active and retired members in all 50 states and in 10 provinces and 3 territories of Canada. Of those, 150,000 are in the aerospace industry.

--Headquarters: Upper Marlboro, Md.

--Top executive: R. Thomas Buffenbarger, international president

--Web site: www.goiam.org

--Vought-organizing Web site: http://campenough.blogspot.com/

It is not guaranteed that the IAM and Vought will agree to a contract. If a deal is not is reached within a year, workers can decertify last month's election.

Should the IAM negotiate a contract, it would be able to represent the new workers Vought is expected to hire as it ramps up production.

"The Vought victory is especially important, because of the potential for a much larger bargaining unit there and because U.S.-built aircraft should be union-made aircraft," said Bob Martinez, an IAM vice president.

Organized labor has not fared well in South Carolina, where employees cannot be forced to join or pay dues to a union.

At 3.3 percent, the Palmetto State has the lowest unionization rate in the country, a fact featured prominently on the state Commerce Department's Web site.

The effort to organize Vought workers comes at a sensitive time for the company, which makes major portions of the 787 fuselage.

The Dallas-based manufacturer has run into major snags in North Charleston, which was one reason Boeing recently delayed the delivery of its first 787 by six months.

Elmer Doty, Vought's chief executive, acknowledged the glitches in a call with analysts Friday.

He said the quality of the structures being made in North Charleston is not the issue.

Instead, he said, Vought is struggling with its own suppliers, resulting in fuselages being shipped to Boeing without all the necessary parts installed.

"That's the crux of the problem today," Doty said.

Contact **John McDermott** at 937-5572 or jmcdermott@postandcourier.com.

CHARLESTON REGIONAL
BUSINESS JOURNAL

Vought union vote could be watermark

November 26, 2007
By Dan McCue,
Staff Writer

When it opened for business last year, Vought Aircraft Industries' North Charleston plant ushered in a new era of aircraft manufacturing in the Lowcountry.

Now, its workers are doing something almost as unique here in South Carolina, having narrowly voted in favor of union representation.

But while the action itself is something of a rarity here, its lasting impact is hard to gauge, according to Hoyt N. Wheeler, a professor of management and Business Partnership Foundation Fellow at the University of South Carolina's Moore School of Business.

"Right now, given how rarely workers organize in South Carolina, the decision by Vought workers to do so has piqued a lot of interest," said Wheeler, a former labor attorney.

"The key thing, in terms of whether this is simply an isolated case or the start of something more meaningful, is what kind of contract, if any, they can get," he said.

"I do believe that we'll eventually see the tide of union organization coming into South Carolina, but a single event does not a tide make. But that only happens when workers at one plant see those at another get a decent union contract in that they begin to see the hope of higher wages for themselves."

Of the 127 workers who participated in the Oct. 26 and 27 vote, 67 voted in favor of representation by the International Association of Machinists and Aerospace Workers.
IAM spokesman Bob Wood said the vote was the culmination of union organization efforts that began almost as soon as the first employees began working in the facility. He said the union recognized last summer that it had the votes to seek National Labor Relations Board permission in early September to hold the vote.

"If we can get a win at the Vought plant, when we get a good contract here, that will show what our union can do for folks," Wood said of the importance of winning in a right-to-work state.

S.C. still not a union state
South Carolina is one of 22 states with right-to-work statutes, and those statutes have long been considered one of that factors that help give the Palmetto State its business-friendly reputation.

Allowed under the provisions of the Taft-Hartley Act, this type of statute prohibits trade unions from making membership or payment of dues or "fees" a condition of employment, either before or after someone is hired.

As a result, unions have had a hard time establishing a toehold here. Of the 12 union elections held at manufacturing operations in the state between September 1997 and September 2007, only two have been successful, according to the National Labor Relations Board, and both of those were Teamster elections held at a single company.

Against the state's historical backdrop, many in the economic development community contend the vote was hardly more than a statistical blip.

"We continue to believe that being a right-to-work state and one with a low unionization rate benefits out recruitment efforts," said Kara Borie, spokeswoman for the S.C. Department of Commerce.

David Ginn, president of the Charleston Regional Development Alliance, said one has to put the union vote in the context of what people are looking for when they come to South Carolina and the tri-county region looking for potential sites.

"If you were to look at it as a kind of checklist, I think they put the quality of the local work force on top, followed by pre-employment training opportunities, and then business climate questions come next," he said.

"Now, obviously, unionization is part of that business climate component, but so too is the business leadership of an area, the political leadership of the area, and the ease with which a business can transport its goods and necessary supplies."

Wheeler agreed. "I think the notion that South Carolina is a cheap labor market is really a vestige of the 1880s that no longer applies and hasn't applied for a long, long time," he said.

"It's an idea that goes back to the era when the state was aggressively going after the textile industry of the Northeast. Today if all you care about is cheap labor, you can go to Mexico or China. But I think South Carolina has a lot to offer, and we don't need to have the cheapest labor or the most minimal workers' rights to convince (businesses) this is a state they ought to be doing business in."

Good faith negotiations

Vought officials confirmed that the election had occurred, but declined comment beyond a statement which said the company intends to negotiate in good faith.

"We will strive to reach a collective bargaining agreement that will allow us to continue to meet the needs of our employees, our customers and the company," the statement said.

Wood said he expected the NLRB will certify the IAM as the bargaining representative for the plant's workers within the next couple of days given Vought's stance. At that point, the union will work with the new employee-members to select negotiators to guide them through the process and determine what kind of contract they need.

"What you have to realize is that while Vought has an obligation to bargain with the union now, that obligation merely extends to meeting and discussing the workers' demands," Wheeler said. "In no way is an employer obligated to agree to a contract. If one isn't reached, the ball is back in the workers' court. They can then either strike or the union just goes away."

Dan McCue is a staff writer for the Business Journal. E-mail him at dmccue@setcommedia.com.

Union I Non Eco
1/24/08
10:00am

ARTICLE I
RECOGNITION

The Company recognizes the Union as the sole and exclusive and collective bargaining agency for all production and maintenance employees, including assemblers, tool & die toolmakers, inspectors, bonders, millwrights, operators, maintenance mechanics, NDI technicians, employed at the Companies North Charleston, SC facility excluding all other employees, office clerical employees, managerial employees and guards, professional employees and supervisors as defined in the ACT, as certified by the National Labor relations Board in case # 11-RC-6679, and other employees that may be added by mutual consent herein, will be governed by the terms of this agreement.

The term "he" or "his" as used hereinafter in this agreement is understood to include both men and women employees.

The term "employee" or "employees" whenever used in this agreement shall exclude all employees employed in the above excluded classifications.

TA
DJW
J.D.W.

ATN

GLR
JOE GREASER

Agreed 5/07/08

AGREEMENT

THIS AGREEMENT, made as of _____, is by and between Vought Aircraft Industries, Inc., North Charleston, S.C., (hereinafter referred to as the "Company"), and the International Association of Machinists and Aerospace Workers, and its District Lodge 96 Local Lodge __ (hereinafter referred to collectively as the "Union").

WITNESSETH: That in consideration of the common interest hereinafter set forth, IT IS MUTUALLY AGREED by and between the Company and the Union as follows:

1. Both the Company and the Union are desirous of maintaining uniform wage scales, working conditions and hours of the bargaining unit and of facilitating peaceful adjustment of grievances which may arise under the terms of this agreement from time to time between Company and the bargaining unit employees and of promoting and improving peaceful employee and economic relations between the parties.

2. The general purpose of this agreement is to promote the mutual interest of the Company and the bargaining employees and their parties desire for the operation of the Company's North Charleston, South Carolina, facilities under methods which will further, the safety and welfare of the employees, cleanliness of the plant and premises.

Agreed
DKD
5/7/08
JDW
5.7.08

2/8/08
Modified 4/16/08
Modified 5/29/08

5. SENIORITY

A. Definition.

1. Bargaining unit seniority is defined as the length of time an employee has been continuously employed within the bargaining unit at the Company.

2. Classification seniority is defined as the length of time an employee has worked continuously in a specific job classification within the bargaining unit at the Company. Agreed 4/16/08

B. Accrual. An employee's seniority shall commence after the completion of his probationary period and shall be retroactive to the date of his most recent hire. Agreed 4/16/08

C. Loss of Seniority. The seniority of the employee together with all other rights under this agreement, including the right to employment, shall be forfeited if the employee: Agreed 4/16/08

1. Quits, resigns or takes a job elsewhere when his regular work is available at the Company; Agreed 4/16/08

2. is discharged for just cause; Agreed 4/16/08

3. is laid off for a period that exceeds twelve months; Agreed 4/16/08

4. fails to report to work following a decision of an arbitrator reinstating an employee who was discharged, within five (5) working days after being notified by overnight mail at the last address in the Company's records; Agreed 4/16/08

5. fails to return following the end of a leave of absence, vacation or sick or other leave; ~~unless they have an excuse that is acceptable to the Employer.~~ except in circumstances beyond the employee's control which the employee has the burden to prove:

6. is employed by another employer during a leave of absence, except for military duty or an approved leave of absence to work for the Union ; Agreed 5/7/08

7. fails to return following a disciplinary suspension; Agreed 4/16/08

8. is absent for 72 consecutive hours without notifying the Company; Agreed 4/16/08

DD
JDW

9. fails to report to the Company every thirty days while absent because of a prolonged illness or makes a false statement concerning such illness; Agreed 4/16/08

10. is absent for any reason for a period that exceeds six months except for a military leave or an approved leave of absence to work for the Union. Agreed 5/7/08

11. if an employee is promoted to any position outside of the bargaining unit for a period exceeding ninety (90) working days. Agreed 4/16/08

D. Same Seniority Date. Employees with the same seniority date shall have their seniority established by reference to the lowest last four (4) digits of their social security numbers. In the event two(2) or more employees possess identical last four (4) digits, then the lowest last five (5) digits of the social security numbers of such employees shall be referred to in establishing their respective seniority. Agreed 4/16/08

Agreed DSD 5/29/08

JDW

5-7-08
TA

15. UNION REPRESENTATIVE ACCESS TO PREMISES

A. **The Business Representative and/or Grand Lodge Representative of the Union shall be permitted to visit the North Charleston plant to inspect working conditions and to carry out the terms of this agreement, provided the Representative provides advance notice to the Human Resources Manager or his designee for an appointment to visit the plant. On the date and time of the appointment, the Representative must report to the Human Resources Manager or his designee before he shall be permitted access to the plant.** ~~*Was not Agreed to on 4/16/08*~~

B. **Such visits by the Business Representative and/or Grand Lodge Representative will not adversely interfere with the Company's operations or the performance of the employees' duties.**

16. BULLETIN BOARD

Two Enclosed bulletin boards (one on the assembly side and one on the Bonding side **in a location mutually agreed to by the Chief Steward and the Human Resources Manager**)not smaller than 3' X 3' will be provided for the exclusive use of the Union and for the purpose of posting Union notices. Such notices may encompass subjects such as: notice of Union meetings and elections; appointments and results of the Union elections; notices of recreational and social affairs and other union announcements. This bulletin board shall not be used for detrimental propaganda of any kind nor shall it be used for the posting or distribution of payments, or notices of political matters, advertising, or for notices adversely reflecting upon the Company. All items must be approved by the Human Resources Manager and the Chief Steward of the Union before posting, to assure that detrimental propaganda is not posted. Agreed DSD 5/7/08
JDW 5-7-08

17. DRUG TESTING POLICY (DISSCUSSION PRIOR TO AGREEMENT)

Discussion

2/8/08
Modified 5/7/08
Modified Further 5/29/08

14. BUSINESS REPRESENTATIVE ACCESS TO PREMISES

A. The Business Representative and/or Grand Lodge representative of the Union shall be permitted to visit the North Charleston plant to inspect working conditions and to carry out the terms of this agreement, provided the Business Representative and/or Grand Lodge representative provides advance notice to the Human Resources Manager or his designee for an appointment to visit the plant. On the date and time of the appointment, the Business Representative and/or Grand Lodge representative must report to the Human Resources Manager or his designee before he shall be permitted access to the plant. Agreed 4/16/08

B. Such visits by the Business Representative and/or Grand Lodge representative will not adversely ~~cannot~~ interfere with the Company's operations or the performance of the employees' duties.

agreed DSD 5/29/08
JDW

17. SABOTAGE

The Union agrees to report to the Company any acts of sabotage or damage to the property of the Company, government, customer, other person or employee of which it is aware. The Union further agrees, if any such acts occur, to use its best efforts to assist in apprehending the guilty person or persons. Agreed 4/16/08

Agreed 5-7-08
JDW.
Agreed
DJD 5/8/08

5/29/08
Modified 6/24/08

22. SUCCESSORS

This Agreement shall be binding on successors to the extent required by the National Labor Relations Act and the case law thereunder.

JDW 6-25-08
DSD 6-25-08 Agreed

5/29/08

21. NEW AND MATERIALLY CHANGED JOB DESCRIPTIONS

In the event the Company establishes a new job classification or materially changes the duties of an existing job classification, it shall notify the Union and will meet with the Union to discuss the appropriate rate of pay. In the event of a disagreement as to the rate of pay, the Union may file a grievance and proceed to arbitration.

DJW agreed DSD 5/29/08 JDW

5/29/08
Modified 6/24/08

23. SEPARABILITY

Should any part of this Agreement or any provision contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions of this Agreement and they shall remain in full force and effect. Agreed 5/29/08

The Company and the Union, within thirty (30) days of knowledge of such an occurrence, shall meet to discuss the impact of such actions. If either party desires to negotiate a new provision regarding the affected portion, then that party may serve notice upon the other, in writing, of its desire to negotiate the provision of the Agreement affected by such legislation or court decree. The parties shall meet within thirty (30) days of presentation of the written notice to negotiate changes to the Agreement. Any modification or changes to this Agreement brought about by the above negotiations shall be in writing and signed by the parties hereto.

Jamp. Wilson 6.25.08
DSD 6-25-08 agreed

NATIONAL RIGHT TO WORK LEGAL DEFENSE FOUNDATION, INC.
8001 BRADDOCK ROAD, SUITE 600, SPRINGFIELD, VIRGINIA 22160•(703) 321-8510

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INTERNET ADDRESS - *http://www.nrtw.org*
E-MAIL - *mcm@ nrtw.org*

July 26, 2011

Via Facsimile and Email

Ronald Morgan, Attorney
Willie Clark, Regional Director
National Labor Relations Board Region 11
4035 University Pkwy, Ste. 200
Winston-Salem, NC 27106

Re: (b) (6), (b) (7)(C) and IAM
Case No. 11-CB-4313

Dear Mr. Morgan and Regional Director Clark:

Please consider this as a position statement in support of Charging Party (b) (6), (b) (7)(C) unfair labor practice charge against the International Association of Machinists and its District Lodge 751 (the "Unions"), Case No. 11-CB-4313.

Introduction

Charging Party's allegation here can only be understood in the context of another case, *IAM and IAM District Lodge 751 (The Boeing Company)* ("*Boeing*"), Case No. 19-CA-32431("Boeing"). In that high-profile case, the Unions have contended that the Boeing Company retaliated against employees in Washington state for exercising their Section 7 rights when it installed new operations in South Carolina instead of Washington State. Charging Party and two co-workers are Intervenors in the Boeing case.

Charging Party contends that the Unions' retaliation charge in *Boeing* was itself filed in retaliation. In filing its charge, IAM intended to punish Boeing's South Carolina employees for having exercised their own Section 7 rights, namely, the right to decertify the union. The IAM charge was filed on March 26, 2010. The Union was decertified on September 30, 2009.

Background and Facts

Charging Party (b) (6), (b) (7)(C) became a Boeing employee when Boeing bought (b) (6), (b) (7)(C) previous employer, Vought Aircraft, in July 2009. At the time of the purchase, employees at the Vought facility were represented for collective bargaining purposes by the Respondent Unions. According to sworn testimony of (b) (6), (b) (7)(C) one of the Intervenors in the Boeing case, Boeing and the

Respondents entered into constructive initial negotiations. *See* [redacted] Declaration at page 4 (attached as Ex. A).

Despite the initial optimism in contract negotiations between IAM and Boeing, many Boeing employees were extremely unhappy with the Unions as a collective bargaining representative. This dissatisfaction was partly on account of what employees perceived as a very poor contract which IAM had negotiated with Vought. *See* [redacted] Declaration in Support of Motion to Intervene at page 3 (attached as Ex. B). In [redacted] Declaration, [redacted] explained another reason for decertificaiton. At about this time, employees believed that Boeing was in the process of selecting a site for its new final assembly line for its 787 Dreamliner aircraft. In addition to their dissatisfaction with IAM's representation, employees also believed that their facility would more likely win in Boeing's site selection process if their plant was union-free. *Id.*

With these and other motivations, [redacted] and [redacted] co-workers voted to decertify the union on September 30, 2009. The vote was 199 in favor of decertification and 68 against.

Around that time, employees in [redacted] newly-decertified facility began to fear union reprisal for the decertification. This fear was fueled by rumor and by public statements of union representatives, including the President of IAM District Lodge 751, Tom Wroblewski. For example, in July 2009, Wroblewski stated: "Currently, Machinists Union leaders are working closely on various fronts with business, community, labor and government leaders to unite to keep production of all Boeing aircraft in this state. It is an effort we will continue to pursue aggressively."[1]

Charging Party contends that IAM wanted to exert complete control over Boeing's production of the 787 and that the decertification effectively ended that possibility. Charging Party contends that if the North Charleston facility were still represented by IAM, the Unions' unfair labor practice charge would never have been filed against Boeing.

At a Congressional hearing on the NLRB and the Boeing case, the NLRB's General Counsel Lafe Solomon testified that he believed "we would not be here if the North Charleston facility had been represented by the Unions.[2]

> **Congressman Issa**: So – so if they move between two unions, the same union in two different locations, it would still be retaliation, if it was all International Machinists?
>
> **NLRB General Counsel Lafe Solomon**: Well, I don't think we'd be here. I don't think Machinists would have brought a charge if it was going from one Machinist plant to another.

Charging Party [redacted] maintains that employees on the shop floor were anticipating union reprisal for the decertification from the time the decertification campaign began, around July 2009.

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[1]*See*, Wroblewski, Seattle Post-Intelligencer, http://blog.seattlepi.com/aerospace/2009/07/07/boeing-buying-vought-to-enhance-787-production-efficiency/ (last viewed July 20, 2011).

[2]Unofficial Transcript of Hearing, pages 42-43 (attached as Ex. C).

This expectation of retaliation was based on comments from union representatives of IAM District Lodge 751. On October 29, 2009 a month after the decertification, and after Boeing announced negotiations with the union had broken down, IAM District Lodge 751 President Wroblewski made a public statement denigrating the South Carolina workers and guaranteeing that the Dreamliner would be built by IAM workers:[3]

> The simple truth is there won't be any new jobs in South Carolina if our Members here in Puget Sound can't find solutions for all the 787's problems. We're the ones who will fix the mistakes and get the first planes ready to fly, and we're the ones who will be building 787s on two lines in Everett - the main line and the new surge line - while they're still filling in swamp land in Charleston. Without us, the Dreamliner is just a pipedream.

According to [redacted] when employees learned in April 2011 of the NLRB's complaint against Boeing, they were convinced that the charge had been filed in retaliation against them.

Since the filing of the retaliatory charge against Boeing, the Respondent Unions have continued in their efforts to organize employees in the North Charleston facility. Charging Party can testify to statements made in the context of the organizing campaign, including promises of job security, job security which would be impossible if the complaint is prosecuted and the proposed remedy of transferring the 787 work to Washington State is imposed. The implication of the job security promise is that the charge against Boeing would be dropped or settled without the NLRB's proposed remedy, if the plant comes back into the union fold. Charging Party and other employees can testify to statements made by IAM organizers with respect to the charge being dropped.

A full investigation in this case will necessarily involve an examination of internal union documents related to the filing of the Unions' ULP charge against Boeing. These documents are in the control of the Respondents or the NLRB and unavailable to the Charging Party. It is probable that documents supporting Charging Party's allegation of retaliation against [redacted] and [redacted] fellow employees at the North Charleston facility are the subject of a subpoena request by Boeing of the IAM in the NLRB's prosecution of IAM's charge against Boeing. The relevant subpoena requests are currently being disputed. On July 25, 2011, ALJ Anderson ruled to quash portions of Boeing's subpoena. *See* attached Ex. D.

In the investigation of the allegations made here, Charging Party urges the Regional Director to avail himself fully of whatever documents are currently in the control of the General Counsel as a result of his investigation and prosecution of the Boeing case, including those documents eventually ordered to be produced. Charging Party also requests and reserves the right to supplement this position statement with further evidence from North Charleston employees.

Lastly, Charging Party requests that the Region further investigate by taking additional witness statements, as necessary.

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[3] See, Message from District President Tom Wroblewski to 751 Members in Response to Doug Kight's 10/29/09 Memo, available at http://blogs.kansas.com/aviation/category/unions/page/2/ (last viewed July 21, 2011).

Sincerely yours,

Matthew Muggeridge

MCM/[redacted]
Encl.
cc: [redacted]

N:\Boeing SC\position statement.wpd

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 19

A

THE BOEING COMPANY,
Respondent,

Case No. 19-CA-32431

and

IAM DISTRICT LODGE 751,
Charging Party.

DECLARATION OF CYNTHIA RAMAKER
IN SUPPORT OF MOTION TO INTERVENE

Cynthia Ramaker, pursuant to Section 1746 of the Judicial Code, 28 U.S.C. §1746, declares as follows:

I am one of the South Carolina-based Boeing employees seeking to intervene in this case.

I reside in Ladson, SC. I am currently employed by Boeing in North Charleston, SC. I have lived in South Carolina since 1975. My family also lives in South Carolina. I moved to South Carolina from New Jersey when my father was transferred by the Air Force.

I was a police officer in Charleston County Police Department until 1989. I then worked for Daimler-Chrysler until about 2005. In 2006 I was in the first in group to be hired by Vought Aircraft, a manufacturer with a Charleston facility that assembled two aft sections of large Boeing aircraft. I was a voluntary member of the IAM from the time the union first got in until it was decertified. I was a Vought employee until approximately July, 2009, when Boeing bought the Vought facility. Since then I have been a Boeing employee.

When I went to work at Vought in 2006, the IAM had not yet made any contact with employees. The IAM was interested but there were only 25 or so employees. In 2007 IAM organizers began soliciting Vought employees, with a door-to-door campaign. The union was eventually voted in the spring of 2008.

In 2009 I became President of IAM Local Lodge 787. I was President during the time the IAM was negotiating the first contract with Vought. I did not have a role in the negotiations. The IAM did not inform employees concerning the importance of issues being negotiated with Vought. In general there was not much communication between the IAM and the employees. The IAM must have known that the contract it was negotiating was likely to be rejected because, the meeting at which the contract was ratified was billed as a normal union meeting. The IAM knew that if it said a contract was being voted on workers would show up at the meeting and reject the contract. The IAM was desperate to get a contract signed. I recall the IAM assuring employees that any bad things in the contract would later be improved. I, myself, made similar arguments to employees in an attempt to convince them that no matter what was in the contract, we would be stronger with it than without it.

Of the 200 union members in the unit only 13 attended the contract ratification meeting. Those few in attendance ratified the IAM's contract by vote of 12-1. Many of the provisions of the new IAM contract were worse than what Vought employees already had without a contract. The IAM upper leadership itself did not monitor the Vought negotiations. Employees lost medical, dental, and short term disability. Additionally, dues were set to increase, although this requirement was later reduced due to the strong backlash in the unit.

As Local President, I got to see what was going on behind the scenes with the union. The

experience was embarrassing and humiliating. I believe I was at that time the only IAM woman local president, and I believe this made my dealings with IAM leadership in Seattle even more difficult. On various occasions, Union leadership in Seattle made public very negative, humiliating comments concerning the South Carolina unit and South Carolina workers, generally. These comments appeared in the newspaper in Seattle, Charleston and even in a Florida newspaper.

The IAM gave myself, as well as others, the impression that they all backed each other up. It was a brotherhood. We never received any support at all from any other IAM Local. It was completely opposite. The IAM in Washington, (Seattle), went out of its way to make us look totally incompetent of building anything, let alone the 787.

I am not surprised by the Unfair Labor Practice filed by the IAM in Seattle/Everett against Boeing. They are violating my right to work with a choice. Isn't that what being an American is all about? That is MY right! Being a union member or not did not matter at all to the IAM in Everett/Seattle. They made it perfectly clear that they did not want the 787 built here in South Carolina.

The Vought employees dissatisfaction with the IAM's actions surrounding the contract and the contract, itself, only increased when workers were laid off in the weeks following the new contract.

After the contract ratification employees attempted to contact IAM leaders concerning the contract. The IAM Grand Lodge representatitves held one meeting and then we had no contact from the IAM Leadership for four months. Nobody was even able to contact union leadership for about the next four months. IAM came back into the picture in about March or April 2010. I

continued as Local President until about September 2009, when the union was decertified. There was nothing I could do with respect to influencing union leadership or reassuring employees about our future under the new contract and with the union. I tried to promote a positive attitude towards the union despite the enormous dissatisfaction in the plant.

Soon after Boeing took over, we had an initial meeting between the union leadership and Boeing executives. That meeting left me with the impression the relationship between Boeing and the union was going to be a successful one and that Boeing was keen to begin negotiations on a new contract which could improve on the previous one that employees were so unhappy about.

I had no role in the signature gathering for the decertification petition. During my time as Local President, I was aware that other employees began collecting the necessary signatures to decertify the IAM.

During the months leading up to the decertification, I was concerned about how I would be treated if the union was decertified, both by the company and my fellow employees. I expected to face retaliation from the company after my role as union president. I was completely wrong about this. Before the decertification election, one of my supervisors told me that whatever the result was, all he cared about was that we do our jobs, and that my role as union president would not affect how I was treated by the company at all. He also told me to inform him if any employee mistreated me.

The decertification election was held on September 10, 2009, and the IAM was voted out by a tally of 199-69. After the decertification of the IAM, work continued as normal. In the only communication on the subject that I recall coming from Boeing, the company thanked employees

for "giving the company the chance to work together." With respect to pay and terms of work, we were placed within the normal Boeing cycle. A safety bonus was given about 6 months after the decertification.

Recently, the union has again made contact with employees through home visits. The campaign was very poor in comparison to the first one several years ago.

The Boeing Campus in North Charleston, SC is divided into three production buildings. The former Vought facility is now identified as Building 88-19. It is the Aft-Body Manufacturing building where Sections 47 and 48 are made.

Next is the former Global Facility, now known as Building 88-20. This is Mid-Body Assembly Facility where the mid-body sections are flown in from Italy and mated with the center wing section brought in from Japan. Once all the sections are joined and mated with the center wing section, the remainder of the systems components and wiring are installed completing the center third of the aircraft.

The newest facility is the Final Assembly and Delivery Building, also known as FA&D. This is where the forward third of the aircraft is brought in from Spirit Aircraft in Kansas, the Mid-Body brought in from Building 88-20, the Aft-Body section from Building 88-19 as well as the wings from Japan and Horizontal stabilizer from Italy. All the sections are then combined to create a complete 787 Dreamliner aircraft. The interiors will come from the IRC facility being completed a few miles away, and also be installed at FA&D.

Building 88-19 is currently staffed by about 1200 employees. Building 88-20 is currently staffed by about the same amount. FA&D currently has somewhere in the range of 800 to 1000 employees with 10 classes going around the clock with several hundred more employees

preparing to work in the FA&D building. When it is fully staffed, FA&D will employee some 3800 employees.

I work in a building usually called "off-site warehouse" where the 787 parts are received. I am a quality inspector. I inspect the incoming parts before they are issued to production. I also inspect and ship parts to Everett. It is my responsibility to resolve any issues with the parts before they go to the program.

I will definitely be unemployed if the NLRB complaint is successful. All of my work is for the 787. Losing my job at Boeing will be personally catastrophic to myself and the workers at the North Charleston Boeing facility. I own my home, and support my mother who is 78 and in poor health. I understand that the NLRB General Counsel's remedy in this case will force Boeing to discontinue the final assembly and delivery work in Charleston, and transfer it to Seattle. This remedy is grossly unfair and would devastate our community and thousands of families.

It is an absolute certainty that many Charleston-based employees including me, will lose our jobs with Boeing in South Carolina if the General Counsel's proposed remedy is adopted. Boeing is one of the best employers in this area. I would like to continue working for Boeing, but if the 787 program is moved to Washington I will not be able to accept a relocation offer. Apart from my family and personal obligations, I would not accept an offer which would force me to join a union in order to have a job. Here, at least people have a choice. There, they have none. We should not be penalized for not wanting a union. The union doesn't want the program here, period. There was zero support from the IAM in Everett for the South Carolina workers even when we had a union.

One union official went on the public record and said that he would try to keep work from

coming to our plant in Charleston because of the decertification. There were numerous negative comments made by union leaders in Seattle about South Carolina, the education of the workers here, and how it would be impossible for us to successfully build the Dreamliner.

I have chosen to exercise my rights as a citizen of the United States to live and work in South Carolina. My personal experience with the IAM has been very bad. Although I have nothing against unions, in principle, I strongly believe that membership in a union and representation by a union should not be compulsory. We had a union in our plant. The majority of employees did not want to be represented by that union so it got voted out. Now it seems we are being punished for that choice. I strongly believe that employers should not be told by the federal government or a union where they can establish their operations. If Boeing thinks it can get the job done more profitably and successfully in South Carolina, that's Boeing's decision to make.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 7, 2011.

Cynthia Ramaker

Cynthia Ramaker

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 19

B

THE BOEING COMPANY,
Respondent,

Case No. 19-CA-32431

and

IAM DISTRICT LODGE 751,
Charging Party.

DECLARATION OF DENNIS MURRAY IN SUPPORT OF MOTION TO INTERVENE

Dennis Murray, pursuant to Section 1746 of the Judicial Code, 28 U.S.C. §1746, declares as follows:

I am one of the South Carolina-based Boeing employees seeking to intervene in this case.

I reside in Summerville, SC. I am currently employed by Boeing in North Charleston, SC.

Along with my family, I have lived in South Carolina since 1981. I moved to South Carolina in 1981 when it was made my Air Force permanent duty station. I served in the Air Force for a total 8 years, and was honorably discharged in 1984.

I went to work for Lockheed in 1984 in Charleston, SC. I was employed within a bargaining unit represented by the International Association of Machinists & Aerospace

Workers ("IAM"). I was a voluntary member of the IAM for most of the time I worked there.

Eventually Lockheed ran out of contracts and I was laid off. Later, Lockheed merged with Martin-Marietta, and the jobs in Charleston were moved to the Baltimore, MD area. I remained in Charleston and did not relocate to Baltimore.

I then worked for Bayer for about nine years, in the greater Charleston area. There was no union in that facility. I got laid off by Bayer when they downsized and sold off the facility, and I moved on to other jobs.

In 2008, I became employed by Vought, a manufacturer with a Charleston facility that assembled two aft sections of large Boeing aircraft. In approximately July, 2009, Boeing bought the Vought facility where I worked, and I have been a Boeing employee since that time.

When I went to work at Vought in 2008, the IAM had been voted in as the employees' exclusive bargaining representative, but they were just negotiating a first contract. In November 2008, an IAM representative called an emergency meeting but only told twelve of the 200 union members in the unit about the meeting. A total of thirteen employees attended the meeting and those few in attendance ratified the IAM's contract by vote of 12-1. Many of the provisions of the new IAM contract were worse than what Vought employees already had without a contract. For example, employees lost medical, dental, and short term disability. The Vought employees were then extremely unhappy with the IAM's actions. This unhappiness was exacerbated by

subsequent layoffs that lasted from three weeks to five months. Employees contacted IAM leaders to seek redress for the way that the contract had been ratified, but the IAM leadership turned down our requests to intervene and refused to assist us. I also contacted the NLRB and was told that this was not an unfair labor practice because the NLRB does not police internal union ratification votes.

Employees then collected more than 30% of signatures to decertify the IAM, but were told by the NLRB that we could not decertify until the contract expired, and we would have to wait until a 60-90 day period prior to the expiration of the contract.

In May 2009, we heard rumors that Boeing was going to buy out the facility from Vought, and we started collecting new decertification signatures. On July 30, 2009 when it was formally announced that we were no longer employees of Vought but were now employed by Boeing, we filed a decertification petition with the NLRB. The case was docketed as *The Boeing Company/IAM*, NLRB Case No. 11-RD-723. I was the named decertification petitioner in that case. After Boeing bought Vought's facility, it continued to recognize the union as our representative, but employees wanted to get out of the union nevertheless. Boeing was not hostile to the IAM in any way and did not encourage us to decertify. We filed the decertification petition entirely on our own.

Besides our lack of support for the IAM, it soon became clear to many employees that there was another good reason to decertify the union. In 2009, during all of this maelstrom and the decertification campaign, the media was reporting that Boeing was in the middle of a site election process to decide where it should create a new final assembly

and delivery line for the production of large aircraft. It was reported that Boeing was looking at several sites all over the country, including Charleston. Many employees knew about Boeing's site selection process, and discussed the fact that a decertification of the IAM would make our facility in Charleston all the more attractive to Boeing, since it was common knowledge that the IAM had caused major labor problems for the company in Seattle.

Thus, many employees who wanted to decertify the IAM because of the contract ratification fiasco also realized that our facility in Charleston would be in a much better competitive position to attract the Boeing final assembly and delivery work if we were operating non-union, without the IAM's rules and labor strife. The decertification election was held on September 10, 2009, and the IAM was voted out by a tally of 199-69. Boeing announced that Charleston was selected as the site for the new final assembly and delivery site about two months later.

Now that we are working in a nonunion setting, I feel that Boeing is treating employees well. Within a few weeks after the decertification was final, Boeing gave us 3% across-the-board raises. Overall, the wages, wage structure and benefits are better under the current non-union Boeing than under the prior unionized Vought. Most employees in my building are happy.

The Boeing Campus in North Charleston, SC is divided into three production buildings. The former Vought facility is now identified as Building 88-19. It is the Aft-Body Manufacturing building where Sections 47 and 48 are made. Here the two sections

are made from scratch, and then completed by the addition of all structural members and systems components. The sections are then joined together; making the rear third of the aircraft. Next is the former Global Facility, now known as Building 88-20. This is Mid-Body Assembly Facility where the mid-body sections are flown in from Italy and mated with the center wing section brought in from Japan. Once all the sections are joined and mated with the center wing section, the remainder of the systems components and wiring are installed completing the center third of the aircraft.

Last , there is the Final Assembly and Delivery Building, also known as FA&D. This is where the forward third of the aircraft is brought in from Spirit Aircraft in Kansas, the Mid-Body brought in from Building 88-20, the Aft-Body section from Building 88-19 as well as the wings from Japan and Horizontal stabilizer from Italy. All the sections are then combined to create a complete 787 Dreamliner aircraft. The interiors will come from the IRC facility being completed a few miles away, and also be installed at FA&D. After a quick flight for a high quality customer paint job, the aircraft return to the Charleston delivery center where the customers will take possession of their new airliner.

Building 88-19 is currently staffed by about 1200 employees. Building 88-20 is currently staffed by about the same amount. FA&D currently has somewhere in the range of 800 to 1000 employees with 10 classes going around the clock with several hundred more employees preparing to work in the FA&D building. When it is fully staffed, FA&D will employee some 3800 employees.

Although I still work in the "old" section of the building working on the aft sections of the aircraft, it is possible that I could transfer over to the new facility.

I understand that the NLRB General Counsel seeks a remedy in this case that would force Boeing to discontinue the final assembly and delivery work in Charleston, and transfer it to Seattle. This remedy is grossly unfair and would devastate our community and my family. As noted above, I have been laid off several times in my career due to corporate re-structuring or lack of work, and it is a devastating experience.

It seems clear that many Charleston-based employees and I would lose our jobs with Boeing in South Carolina if the General Counsel's proposed remedy is adopted. The current unemployment rate here is high and jobs are scarce. If I lose my job, my family will be devastated, as my son and daughter are both looking for work but are currently unemployed due to the high unemployment rate in this geographic area. Thanks to Boeing I am able to keep food on the table and a roof over my head for all of my family, including my grandchildren too. Many other families around here are in a similar boat.

Moreover, even if Boeing gave me the opportunity to move to Washington to perform the work that the General Counsel seeks to transfer to that state, I would oppose and decline such a move because I have already gone head-to-head with the IAM union and do not want to work in a unionized IAM environment in Washington, especially in light of what they have done to us here in Charleston.

In January 2009 Vought sent me to Boeing's Everett, Washington facility for training purposes. When I told those rank and file IAM members how we had been

mistreated by the IAM, the rank and file workers voiced support for us. But of course the union officials were against our efforts to re-do the contract ratification and our efforts to decertify the IAM. One union official went on the public record and said that he would try to keep work from coming to our plant in Charleston because of the decertification. I would not want to work in such a hostile unionized environment, nor do I believe that I should have to in order to earn a living and feed my family.

I have chosen to exercise my rights as a citizen of the United States to live and work in South Carolina. I have chosen to exercise the rights provided to me under the state and federal laws that prohibit compulsory unionism, and allow employees to refrain from joining or supporting any labor union. I served in the military to uphold every citizen's basic constitutional rights, which includes the right not to be compelled to join or support any private organization. Moreover, along with a large majority of my co-workers, I have already chosen to exercise my rights under the NLRA to decertify the IAM when it was our representative at the same facility. I have nothing against unions, but I do not think they should be compulsory. I do not think employers should be told by the federal government where they can establish their operations.

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 26, 2011.

Dennis Murray

believe that the National Labor Relations Act has been violated.

FARENTHOLD: And do you think the amount of delay that -- these cases typically run for years -- again, do you think the delay might have an affect on companies in creating jobs and the amount of time and money that it's costing to do it?

SOLOMON: I would answer that question by telling you that I -- I -- I never -- I was a reluctant issuer of this complaint. I wanted it settled. I thought it was in everybody's best interest to be settled. The parties have a longstanding relationship with each other going...

FARENTHOLD: OK.

SOLOMON: ... in the past and in the future. And I would have preferred them working this out.

FARENTHOLD: All right. Let me get -- ask Mr. Miscimarra a second.

You heard Mr. Solomon say that this is kind of the ordinary course of business. In your practice in this area, would you consider this to be a unique or unprecedented -- this case?

MISCIMARRA: Well, I think there are two things, maybe, that one would consider unique.

One is, very few companies have $750 million sitting around. And that's one of the problems when you have a process that is so protracted in these cases.

I do think on the theory of the case, I think it's very unusual -- and I disagree with Professor Getman on this. Section 8(a)(3), which is the basis of the runaway shop claim, prohibits discrimination in relation to terms and conditions of employment.

FARENTHOLD: OK.

MISCIMARRA: And I'm not aware of any precedent that suggests an investment decision...

(CROSSTALK)

FARENTHOLD: All right. I have...

(CROSSTALK)

FARENTHOLD: I had one more question for Mr. Solomon.

Would the decision have been the same, to prosecute this, if they were moving from Washington, say, to California or to another state that wasn't a right-to-work state?

SOLOMON: Under these same facts, yes.

FARENTHOLD: OK. Thank you.

ISSA: If the gentleman would yield?

So -- so if they move between two unions, the same union in two different locations, it would still be retaliation, if it was all International Machinists?

SOLOMON: Well, I don't think we'd be here. I don't think Machinists would have brought a charge if it was going from one Machinist plant to another.

ISSA: So if the Machinists win, that's no problem. If the Machinists feel they're losing, then we have a potential problem, is what you're saying.

SOLOMON: In -- in this case, it was Machinists to a non-union facility, and we...

(CROSSTALK)

ISSA: So again, Ms. Ramaker, the union set up a failure, treated them badly. They voted the union out and the reprisal is that they brought this claim for your reluctant consideration.

SOLOMON: That is a charge that's been filed yesterday with us.

ISSA: OK. Thank you.

I'd ask unanimous that my letter to you, Mr. Solomon, be placed in the record, only because it cites some of the constitutional issues of why we're here and why there is an independent oversight responsibility.

Without objection, so ordered.

Mr. Kucinich?

KUCINICH: Thank you very much, Mr. Chairman.

In looking at the National Labor Relations Act section 8(a), it describes unfair labor practices. "It shall be unfair -- an unfair labor practice for an employer to interfere with, restrain or coerce employees in the exercise of the rights guaranteed under section 7," and then goes on to spell out other -- other violations.

I wanted to, for the purposes of -- of an instructional exchange here, Mr. Solomon. So it is illegal for any employer to make coercive statements to their employees.

SOLOMON: Yes.

KUCINICH: Is it illegal for employers to threaten their employees?

SOLOMON: Yes.

KUCINICH: If employees engage in a strike, is that a legally protected activity?

SOLOMON: It is, Congressman, and if I could take just a moment to this, also section 13 of the National Labor Relations Act, that again Congress passed in 1935, that says, "Nothing in this act except as specifically provided for herein, shall be construed so as to either interfere with or impede or diminish in any way the right to strike or to affect the limitations or qualifications on

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
SAN FRANCISCO OFFICE

D

THE BOEING COMPANY

and

Case 19-CA-32431

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS DISTRICT LODGE 751, affiliated with the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

RULING REVOKING PORTIONS OF SUBPOENAS DUCES TECUM

The instant proceeding is currently in hearing with preliminary matters being addressed prior to the presentation of evidence. As part of the preliminary proceedings, subpoenas have been issued, motions to revoke those subpoenas and replies thereto have been filed, and numerous calls of the various subpoenas have been ruled on, in whole or in part.

At the hearing on July 14, 2011, four contested calls from two separate subpoenas duces tecum were discussed and I directed the parties to file memoranda on those calls The parties filed timely supplemental memoranda of law in support of their positions respecting the four subpoena calls as described below.

Consideration, and Ruling on Revocation of Subpoena Calls

The Subpoena Calls at Issue

The General Counsel's subpoena duces tecum of the Respondent, Subpoena # B-648185, call 52, sought:

> 52. Copies of any sworn or unsworn statements signed or prepared by any individual(s) in connection with this proceeding.

The Respondent's subpoena duces tecum directed to the Charging Party, Subpoena # B-647902, calls 2, 3 and 4, sought:

> 2. Any written statements by any person that addresses, concerns or otherwise relates to Charge Number 19-CA-3243 1.
>
> 3. Any written statements by any person that addresses, concerns or otherwise relates to Charge Number 19-CA-3281 1.
>
> 4. Any written statements by any person that addresses, concerns or otherwise relates to the Complaint and Notice of Hearing in Case Number 19-CA-32431.

The General Counsel's call 52 of his subpoena duces tecum # B-648185 had been timely challenged by the Respondent in a motion to revoke[1] to which the General Counsel filed a reply. At the hearing, I revoked the call. I construed the call as seeking discovery of the Respondent's case and ruled that Board case law holds that discovery is not permitted.

The Respondent's calls 2, 3 and 4 of its subpoena deuces tecum # B-647902, directed to the Charging Party, had also been challenged by timely motions to revoke filed by the Charging Party and the General Counsel to which the Respondent had filed a reply. These three calls had been under discussion at the hearing with the parties having been instructed to brief legal issues respecting the category of subpoenaed statements in the possession of the Charging Party which statements had not previously been provided by the Charging Party to the Board.

At the hearing on July 14, 2011, counsel for the General Counsel suggested the calls from the two subpoenas at issue were legally related and asked that I reconsider my ruling revoking call 52 in the General Counsel's subpoena, as described above, and allow the parties to brief all four calls in a single filing process. I agreed and set a due date for the parties' submission of memoranda of law on the calls for July 19, 2011.

The parties timely submitted memoranda of law on the calls at issue. Based on the earlier filed motions to revoke, the parties' replies to those motions, the parties' supplemental memoranda, the earlier argument on the calls at hearing, and the record as a whole to date, I consider the propriety of the four subpoena calls and rule below.

The Initial Common Issue: The Question of Prohibited Discovery

The threshold issue respecting the validity of the four subpoena calls is the question of whether or not the subpoena calls constitute an attempt to seek "discovery" which, the Board has long and emphatically held, is simply not allowed in Board proceedings. *Emhart Industries v. NLRB*, 907 F.2d 372, 378 (2nd Cir. 1990) and *David R. Webb Co.*, 311 NLRB 1135, 1135–1136 (1993) (and cited cases). Neither the Act, the U.S Constitution, nor the Administrative Procedure Act confers the right to discovery in Federal administrative proceedings. *NLRB v. Washington Heights*, 897 F.2d 1238, 1242 (2nd Cir. 1990) and *Kenrich Petrochemicals, Inc. v. NLRB*, 893 F.2d 1468, 1483 (3rd Cir. 1990), cert. denied 498 U.S. 981 (1990).

The Board's determination not to allow discovery, although not without challenge on occasion by dissenting Board members as well as elements of the legal community, is not at issue herein. The discovery prohibition is current law and an administrative law judge must follow current Board law. It is relevant however to consider at least generally just what "discovery" is, so that it may be avoided and to establish a reference point to assist in

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[1] The Respondent asserts in footnote 1 at page 1 of its supplemental memorandum of law:

> [1] Item 52 of the Acting General Counsel's subpoena to Respondent similarly seeks copies of any sworn or unsworn statements signed or prepared by any individual(s) in connection with this proceeding. Respondent has produced the Declaration of Ray Conner, which was provided to the Acting General Counsel prior to the filing of the Complaint. Respondent does not object to the production of such non-privileged statements as sought in Item 52.

Even were the statement to rise to a level of a withdrawal of the Respondent's earlier motion to revoke the General Counsel's subpoena call 52, I find it remains appropriate to rule on the call's validity and reach. The Respondent is, of course, not prevented from providing material to other parties irrespective of the existence of a valid subpoena call seeking such material

determining the boundary between a proper subpoena seeking relevant evidence and an improper subpoena seeking discovery. This is in essence the point of controversy herein.

Discovery is a very common element of litigation at both state and federal levels. The Federal Rules of Civil Procedure (FRCP) provide in detail for discovery. These procedural provisions help define the reach and meaning of the term discovery in a federal setting. See, for example, the following portions of FRCP Rule 26:

> Rule 26. General Provisions Governing Discovery; Duty of Disclosure
>
> (a) Required Disclosures; Methods to Discover Additional Matter.
>
> (1) Initial Disclosures.
>
> (A) the name and, if known, the address and telephone number of each individual likely to have discoverable information relevant to disputed facts alleged with particularity in the pleadings, identifying the subjects of the information;
>
> (B) a copy of, or a description by category and location of, all documents, data compilations, and tangible things in the possession, custody, or control of the party that are relevant to disputed facts alleged with particularity in the pleadings;
>
> * * * *
>
> (3) Pretrial Disclosures.
>
> In addition to the disclosures required in the preceding paragraphs, a party shall provide to other parties the following information regarding the evidence that it may present at trial other than solely for impeachment purposes:
>
> (A) the name and, if not previously provided, the address and telephone number of each witness, separately identifying those whom the party expects to present and those whom the party may call if the need arises;
>
> (B) the designation of those witnesses whose testimony is expected to be presented by means of a deposition and, if not taken stenographically, a transcript of the pertinent portions of the deposition testimony; and
>
> (C) an appropriate identification of each document or other exhibit, including summaries of other evidence, separately identifying those which the party expects to offer and those which the party may offer if the need arises.
>
> Unless otherwise directed by the court, these disclosures shall be made at least 30 days before trial. Within 14 days thereafter, unless a different time is specified by the court, a party may serve and file a list disclosing (i) any objections to the use under Rule 32(a) of a deposition designated by another party under subparagraph (B) and (ii) any objection, together with the grounds therefore, that may be made to the admissibility of materials identified under subparagraph (C). Objections not so disclosed, other than objections under Rules 402 and 403 of the Federal Rules of Evidence, shall be deemed waived unless excused by the court for good cause shown.

From the quoted portions of FRCP Rule 26, it is clear that federal discovery under the FRCP is in essence a process of initial and pretrial discovery allowing the identification and inspection of broad aspects of the other sides' evidence, testimonial and documentary, as well as allowing the obtaining of identification of other sources of related information and documentation.

If the Board will have none of discovery, it does utilize and support litigant's right to obtain the testimony of witnesses and also obtain documentary materials through the service and enforcement of subpoenas. Thus, the Board provides all parties in unfair labor practice cases the right to obtain and serve subpoenas duces tecum and ad testificandum on those who may have evidence or information. The Board holds such subpoenas need meet only a broad relevance standard. Thus the Board's Rule 102.31(b) states in part:

> The administrative law judge or the Board, as the case may be, shall revoke the subpoena if in its opinion the evidence whose production is required does not relate to any matter under investigation or in question in the proceedings or the subpoena does not describe with sufficient particularity the evidence whose production is required, or if for any other reason sufficient in law the subpoena is otherwise invalid.

See also *Perdue Farms*, 323 NLRB 345, 348 (1997), affd. in relevant part, 144 F.3d 830, 833–834 (D.C. Cir. 1998) (the information need only be "reasonably relevant").

The Board however, as with discovery, does not allow parties to use the Board's subpoenas to engage in "fishing expeditions", i.e. to engage in a search or investigation undertaken with the hope, though not the stated purpose, of discovering information. *Burns International Security Services*, 278 NLRB 565, 566 (1986); *Millsboro Nursing & Rehab. Center, Inc.*, 327 NLRB 879, 879 n. 2 (1999); *Plumbers Local 562 (C & R Heating & Service Co.)* 328 NLRB 1235 (1999); *Morrison Turning Co.*, 83 NLRB 687, 689 (1949); *Modern Upholstered Chair Co.*, 84 NLRB 95, 97 (1949).

In my view there are two elements underlying this "fishing expedition" prohibition which have aspects akin to the prohibited discovery rationale of the Board. First, a non-specific hunt for non-specific materials by a "fishing" subpoena generally implies the subpoena at issue does not meet the Board's requirement that the subpoena describe with sufficient particularity the evidence whose production is required. Second, because of a lack of specificity, the evidence whose production is required under a "fishing" subpoena does not self evidently relate to "any matter under investigation", i.e. is not seeking materials reasonably relevant to the issues in the case. Put more simply, a "fishing" subpoena does not meet the requirements of Board's Rule 102.31(b), quoted supra. The prohibited use of subpoenas for discovery and fishing are seemingly revealed in the lack of specific identified items sought in such subpoenas' calls.

Given all the above, what is the difference under the Board's subpoena procedures between the permitted use of subpoenas to seek evidence reasonably relevant to the case and the impermissible use of subpoenas seeking prohibited discovery? In my view the operative distinction between valid and invalid subpoenas is primarily the requirement of concrete specificity in the subpoena's description of the items sought. The subpoenas descriptive terms must not seek open-ended categories defined in whole or in part by references to another party's case or other generic non-specific category. Illustrative examples of a permissibly subpoenaed item: Respondent's report authored by John Doe recommending the termination of employee Joe Worker. Impermissibly subpoenaed discovery: All documents gathered by Respondent in preparation for its defense of the wrongful termination of Joe Worker.

Discovery subpoenas[2] broadly seek the evidence the other parties have prepared or acquired without narrow identification: "Give us all you've got!" The identification of the material sought is often described in terms of the broadest and vaguest of categories, again often based on party-specific positions such as all documents relevant to the preparation of the defense of a particular complaint allegation. Non-discovery subpoenas identify specific documents and the subpoenaing parties are able to establish an independent, free standing, non-fishing expedition and relevance for the information sought, i.e. its relation to a matter under investigation, or in question in the proceedings.

The Counsel for the General Counsel, in her memorandum of law at pages 4-5, asserts that both the Respondent's as well as her own calls at issue herein are not discovery:

> Because they are narrowly tailored to seek only information related to the allegations in the instant case, the requests in Item 52 and Items 2-4, to the extent the latter requests are not seeking copies of statements in the Agency's investigatory file, are appropriate subpoena requests. As such, Counsel for the Acting General Counsel respectfully requests that production of documents responsive to those requests should be compelled.

And as noted, supra, the Respondent in its latest position no longer challenges the General Counsel's subpoena's call.

Nonetheless, I find the call of the General Counsel's subpoena and the 3 calls of the Respondent's subpoena at issue herein all, and each of them, are improper and impermissible attempts to discover the opponent's case. The quoted subpoena calls at issue do not identify the individuals whose statements are sought. Thus, the General Counsel's call 52 seeks: "Copies of any sworn or unsworn statements signed or prepared by any individual(s) in connection with this proceeding." And the Respondent's calls 2, 3, and 4 all address: "Any written statements by any person that addresses, concerns or otherwise relates to [various charge numbers]". The key here is, in each case, the call seeks statements by "any person" without further identification, save that the individuals' statements sought are related to the instant NLRB charge or related charges. That lack of specificity and broad reference only to the case itself, in my judgment, informed by the analysis above, reveals the calls to be an unambiguous attempt at discovery of aspects of the opposing side's case. Thus the calls at issue are, I find, in whole or in sufficient part, impermissible attempts at discovery which must be revoked under the Board case law cited supra.

Collateral Matters

Having found all four calls to constitute impermissible discovery, and having further found they must be revoked for that reason, the other aspects of the calls in dispute between the parties need not be considered. Thus, while the Respondent's calls were taken up at the hearing, discussion and argument respecting various doctrines set forth in such cases as *Robbins Tire & Rubber Co.*, 437 U.S. 214 (1978); *Berbiglia, Inc.*, 233 NLRB 1476, 1495 (1977) and *H. B. Zachry Co.*, 310 NLRB 1037, 1037–1038 (1993), were under discussion. Given my

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[2] Since the Board's procedures do not provide for discovery motions or orders, the Board's decisional law in this area tests or considers discovery in the context of the only device the Board allows: the calls of subpoenas.

United States Government
National Labor Relations Board
OFFICE OF THE GENERAL COUNSEL
Advice Memorandum

DATE: July 10, 2012

TO: Claude T. Harrell, Jr., Regional Director
Region 11

FROM: Barry J. Kearney, Associate General Counsel
Division of Advice

SUBJECT: International Association of Machinists and Aerospace Workers , AFL-CIO and its District Lodge 751 (The Boeing Company)
Cases, 11-CB-4313, 11-CB-071705, and 11-CB-071710

The Region initially submitted Case 11-CB-4313 for advice as to whether the Union violated Section 8(b)(1)(A) and (2) of the Act by filing an unfair labor practice charge against the Boeing Company in Seattle, Washington, in Case 19-CA-32431. The Charging Parties, employees of Boeing in North Charleston, South Carolina, claim that the Union violated the Act because it allegedly: 1) filed the charge in Case 19-CA-32431 in retaliation against the South Carolina facility employees for their earlier vote to decertify the Union, and 2) told the South Carolina facility employees that if they would bring the Union back as their collective-bargaining representative in that facility, it would withdraw the Region 19 charges.

The Region subsequently submitted Cases 11-CB-071705 and 11-CB-071710 for advice as to whether the Union additionally violated the Act by allegedly: (1) failing to give the Charging Parties notice and an opportunity to be heard at a December 8, 2011 hearing in Case 19-CA-32431, where the Complaint in that case was remanded for dismissal; (2) filing and then orchestrating the withdrawal of that charge in order to discourage Boeing from instituting new production in South Carolina and other Right-to-Work states; and (3) entering into a "secret deal" with Boeing designed to chill Boeing and other employers from locating work in South Carolina and other Right-To-Work states, and if so, whether this "deal" and/or the new collective-bargaining agreement involves the transfer of work from non-union plants to plants represented by the Union.

We conclude that the Region should dismiss the charges in their entirety because there is no evidence that the Union engaged in any conduct in violation of the Act.

FACTS

On November 8, 2007, the Union was certified as the exclusive collective-bargaining representative of the employees employed by a predecessor company to the Employer, Vought Aircraft Industries, located in North Charleston, South Carolina. Following certification, the parties negotiated a contract. The Charging Parties state that employees were extremely dissatisfied with the ratified contract because the contractual benefits were subpar compared to the benefits employees enjoyed prior to Union representation. The Vought employees were also aware that Boeing was seeking a location to establish a new production line for a large aircraft. According to the Charging Parties, the Vought employees believed that if they decertified the Union it would make their facility more attractive to the Employer, as it was common knowledge that the Union and the Employer had major labor disputes in Seattle.

On July 30, 2009, the Employer purchased Vought's North Charleston facility. That same day, one of the Charging Parties filed a petition to decertify the Union as the exclusive collective-bargaining representative of the unit employees. During the processing of the decertification petition, the Employer admitted to being a successor and immediately recognized the Union; however, it refused to adopt the contract. As there was no contract barring the processing of the petition, the parties entered into a Stipulated Election Agreement which was approved by the Acting Regional Director on August 12, 2009.

An election was held on September 10, 2009, and the Union lost by a vote of 199 to 68. Following the decertification election, there were growing concerns among the North Charleston employees about whether their decision to decertify the Union might affect Boeing's decision to locate work at their facility in the future. According to one Charging Party, these concerns were fueled when, sometime around mid September 2009, it was reported in the Seattle Times that the Union's president stated that he would do everything within his power to make sure that the Employer's North Charleston facility would not get any more work.[1]

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[1] The Union's president made other similar public statements both before and after the decertification vote.

On October 28, 2009, Boeing announced its decision to locate the second 787 assembly line in South Carolina. On March 26, 2010, the Union filed an unfair labor practice charge against Boeing in Case 19-CA-32431, alleging, inter alia, that the decision to open a second aircraft assembly line in North Charleston was in retaliation for the Washington state employees' protected activity. And in April 2011, a formal complaint issued against the Employer.

Since the issuance of the complaint in Case 19-CA-32431, the Union has engaged in organizing efforts at the North Charleston facility. The Charging Parties allege that during this campaign, the Union made promises to the North Charleston facility employees that if they brought back the Union as their collective-bargaining representative, the Union would withdraw its charges against Boeing in Case 19-CA-32431, and that the jobs in South Carolina would no longer be threatened. Both Charging Parties, however, candidly admit they have never heard such promises made to employees, but rather state it was a rumor circulating around the plant. No one knew of any employee who had direct evidence of this assertion.

On June 14, 2011, the hearing in Case 19-CA-32431 commenced before an Administrative Law Judge (ALJ). On June, 20, 2011, the Board granted the Charging Parties in the instant matter a "limited intervener" status in case 19-CA-32431 solely for the purpose of filing a post-hearing brief as to remedial issues. The Charging Parties themselves limited their participation to addressing the "AGC's prosecution and proposed remedy" as it impacts the North Charleston employees.

In late November 2011, it was publically reported that the Union and Boeing had resolved their dispute in 19-CA-32431 by reaching an agreement on a four year extension of their extant contract. On December 8, 2011, the ALJ reconvened the hearing pursuant to a request from the parties. At the hearing, the parties informed the ALJ that they had resolved their dispute and requested that the matter be remanded to the Region in order to process the Union's request to withdraw the charge. The parties' resolution of their dispute included an agreement on the extension of their collective-bargaining agreement, noted above, and a "Side Letter Regarding Work Placement." The Side Letter provides that it does not supersede or impact the parties' rights under the contract, including the Company's right to "make strategic work placement decisions associated with a condition of sale or market access, to subcontract or offload work due to lack of capability or capacity, to subcontract or offload work to prevent production schedule slippage, or to temporarily subcontract or offload work due to emergent short term needs." The Side Letter also provides that "should ...economics be achieved through that contract extension, the Company will:

> locate the 737MAX production work in Puget Sound. With approval of the contract extension, the Company will produce the 737NG models and 737MAX models in Renton, to the extent such production can be feasibly completed in the current and existing 737 Renton production facilities. The fabrication work currently being performed by bargaining unit employees in support of the 737 production will be continued in their current and existing facilities in Puget Sound and Portland—again, to the extent such production can be feasibly completed in those current and existing facilities.

At the hearing, Boeing's attorney stated there was no longer a dispute between the parties and that the resolution of that dispute between the parties had "no impact on Charleston." (Tr. 2058.) The ALJ ruled, consistent with the representations of all parties, that the resolution of the charges in 19-CA-32431 had no impact on the North Charleston employees and found their participation in the proceedings unnecessary. (Tr. 2059.) The ALJ then dismissed the complaint and remanded the case to the Regional Director for approval of the withdrawal of the charge.

ACTION

We conclude that there is no evidence to establish: (1) that the Union filed the charges in Case 19-CA-32431 in retaliation against the North Charleston employees because they decertified the Union; (2) that the Union subsequently made promises to the North Charleston employees that if they would bring the Union back as their collective-bargaining representative, it would withdraw its charges in the Case 19-CA-32431; (3) that the Charging Parties' rights as limited interveners in Case 19-CA-32431 were in any way affected by the dismissal of the Complaint in that case; (4) that the Union "orchestrated" the filing and withdrawal of the charge in Case 19-CA-32431 in order to discourage Boeing from instituting new production in South Carolina and other Right to Work states; and (5) that the Union and Boeing entered into a "secret deal" designed to chill Boeing and other employers from locating work in South Carolina and other Right-To-Work states. Further, neither any purported "secret deal," nor the parties' new collective-bargaining agreement, involved the transfer of work from non-union to Union-represented plants.

- **No evidence that the Union filed the charge in Case 19-CA-32431 to retaliate against the North Charleston employees or that it promised that it would withdraw those charges if the North Charleston employees brought**

the Union back in as their collective-bargaining representative

First, there is absolutely no evidence that the charge in Case 19-CA-32431 was filed for any reason other than to vindicate the rights of the Washington state unit employees whom the Union represents. The only evidence to which the Charging Parties point to support this assertion is that the Union president made various public statements to the effect that he would do everything in his power to make sure that the new production work would not go to the North Charleston plant. Those statements do not evidence an unlawful effort to retaliate against the North Charleston employees; rather, they are consistent with his efforts to effectively represent the Washington state employees by preserving their work in Washington. Further, the Union's motive for filing the charge in that case is irrelevant as the charge "rises or falls on the facts of [the] case and the applicable law."[2] Therefore, the Union did not violate the Act by filing those meritorious charges.

There is also no evidence to support the allegation that the Union promised the North Charleston employees that if they brought the Union back in, the Union would reciprocate by withdrawing the charges in Case 19-CA-32431. Indeed, the Charging Parties themselves admit, [redacted] FOIA Ex. 6, 7(c) and (d) [redacted], that they never heard such promises made to employees and that it was only a rumor circulating around the plant.

- **No basis to conclude that the Union violated the Act by failing to give the Charging Parties notice and opportunity to be heard at the December 8, 2011 hearing in Case 19-CA-32431**

The Board granted the Charging Parties limited intervener status in Case 19-CA-32431 solely for the purpose of filing a post-hearing brief to the extent that the AGC's prosecution and remedy in that matter implicated the

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[2] *Dynabil Industries, Inc.*, 330 NLRB 360, 362 (1999) (the Administrative Law Judge, affirmed by the Board, held that the union's motive for filing a charge is irrelevant, as a charge "rises or falls on the facts of [the] case and the applicable law."). *See also El Vocero De Puerto Rico, Inc.*, 357 NLRB No. 133, Slip. Op. p. 2 (2011) ("...the Union's motive for filing the charges is irrelevant to the disposition of the allegations in the complaint, which was issued by the General Counsel in the exercise of his authority under Section 3(d) of the Act.");

North Charleston employees' Section 7 rights. The December 8, 2011, hearing in Case 19-CA-32431 was convened pursuant to a request from both parties to remand the matter back to the Region to process the Union's request to withdraw the charge because the Parties had resolved their dispute. As noted above, Boeing's attorney specifically stated at that hearing that the resolution of the dispute had "no impact on Charleston." (Tr. 2058). The ALJ, consistent with the representations of all parties, ruled that their interests pertained to the potential remedial impact of the charges on the South Carolina facility, and that resolution of the charges had no impact on that facility. Accordingly, he found their participation in the proceedings unnecessary. The ALJ then dismissed the complaint and remanded the case to the Regional Director for approval of the withdrawal of the charge. In sum, since the Charging Parties enjoyed only the limited right to file a post-hearing brief regarding remedial relief; since the charges were resolved without a hearing; and since no remedy issued that impacted the work at the North Charleston, there is no basis to conclude that the Charging Parties were unlawfully deprived of notice and an opportunity to be heard at the December 8 hearing.

- **Union did not "orchestrate" the filing and withdrawal of an unfair labor practice charge in order to discourage Boeing from instituting new production in South Carolina and other Right to Work states; no evidence of a "secret deal" and/or a CBA term designed to chill Boeing and other employers from locating work in South Carolina and other Right to Work states and/or to transfer work from non-union to Union-represented plants**

First, the Charging Parties have presented no evidence that either the filing or the withdrawal of the charge in Case 19-CA32431 constituted an "orchestrated" attempt to discourage Boeing from instituting new production in South Carolina and other Right-to-Work states. Indeed, what evidence that does exist undercuts the existence of any such a plan. As noted above, the Company itself has asserted that resolution of Case 19-CA-32431 does not impact the work at the South Carolina plant. Further, under 21.7 of the parties' collective-bargaining agreement, Boeing retained the unilateral right:

> to subcontract and offload work,..., and to designate the work to be performed by the Company and the places where it is to be performed, which rights shall not be subject to arbitration.

While other provisions of Section 21.7 required Boeing to provide the Union notice and an opportunity to review and recommend alternatives, it does not require the Employer to bargain over the decision. Moreover, the Side Letter between Boeing and the Union provides for placing potential future work at the Employer's Washington State facility only in the event that "economies are achieved through a contract extension." Thus, it does not retract Boeing's unilateral right to locate work. Indeed, there is no evidence that Boeing's decision as to where to produce its planes will be made on the basis of anything but the best interest of Boeing. FOIA Ex. 5 [redacted].

In all these circumstances, the Region should dismiss all the charges in their entirety, absent withdrawal.

/s/
B.J.K.